

**LIBER**

**5**

**4**

**1**

277188

LIBER 541 PAGE 01

## FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at \_\_\_\_\_
2. ☒ To Be Recorded among the Financing Records at Anne Arundel County
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

5. Debtor(s) Name(s): Chesapeake Academy, Inc. Address(es): 1185 Baltimore Annapolis Boulevard  
Arnold, Maryland 21012

6. Secured Party: Maryland National Bank Address: Department: AARU  
Lynn Amos Post Office Box 987, Mailstop 500-270  
 Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Chesapeake Academy, Inc.

Secured Party: Maryland National Bank

By: Louise G. Sivy (Seal)  
 Louise G. Sivy, Headmistress,

President Board of Trustees  
 By: \_\_\_\_\_ (Seal)  
 Type name and title, if any

By: Timothy J. Murphy (Seal)

Timothy J. Murphy, Commercial Banking Officer  
 Type name and title

Mail To:  
 Maryland National Bank  
 Credit Collateral Unit  
 P.O. Box 871  
 Annapolis, Maryland 21404



277189

TO BE FILED WITH  
ANNE ARUNDEL COUNTY, MARYLAND  
RECORDATION TAX PAID TO  
ANNE ARUNDEL COUNTY AT TIME  
OF RECORDATION OF DEED OF TRUST

LIBER 541 PAGE 02

FINANCING STATEMENT

1. Name & Address of Debtor: BIRDSVILLE BUILDERS, LTD.  
3907 Birdsville Road  
Davidsonville, Maryland 21035
2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB  
1726 West Street  
Annapolis, Maryland 21401

3. This Financing Statement covers the following types (or items) of property:

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at 3309 Strawberry Run, Lot 3, Eickelberry Woods, Davidsonville, Maryland 21035, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon 3309 Strawberry Run, Lot 3, Eickelberry Woods, Davidsonville, Maryland 21035, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:  
BIRDSVILLE BUILDERS, LTD.

Secured Party:  
SEVERN SAVINGS BANK, FSB

By: Russell W. Brown  
RUSSELL W. BROWN, President

By: [Signature]

By: Randall E. Funk  
RANDALL E. FUNK, Vice President

RECORD FEE 11.00  
POSTAGE .50  
435-430 1345 R01 T12:02  
CK 05/04/89

EXHIBIT "A"

LIBER 541 PAGE 03

BEING KNOWN AND DESIGNATED as Lot No. 3 as shown on the Plat entitled, "Plat One, Eickelberry Woods", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 66, folio 5.

TO BE FILED WITH  
Anne Arundel County  
RECORDATION TAX PAID TO  
Anne Arundel County AT TIME  
OF RECORDATION OF DEED OF TRUST

LIBER 541 PAGE 04  
277190

FINANCING STATEMENT

1. Name & Address of Debtor: John J. Wisniewski  
546 Baltimore-Annapolis Blvd.  
Severna Park, Maryland 21146
2. Name & Address of Secured Party: Severn Savings Bank, FSB  
1726 West Street  
Annapolis, Maryland 21401
3. This Financing Statement covers the following types (or items) of property:

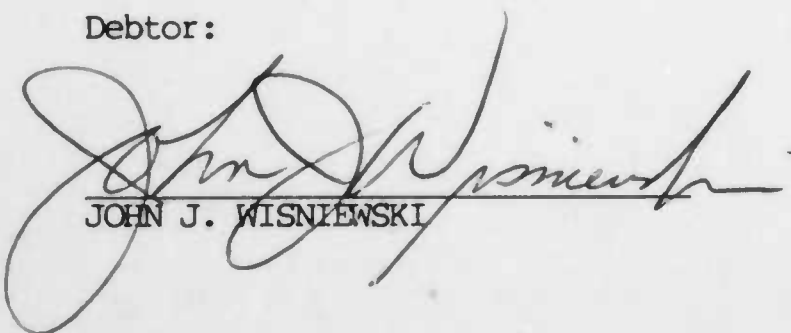
(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at 768 211th Street, Pasadena, Maryland 21122, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon 768 211th Street, Pasadena, Maryland 21122, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:

Secured Party:  
SEVERN SAVINGS BANK, FSB

  
JOHN J. WISNIEWSKI

By:

  
James F. Ridgely

RECORD FEE 11.00  
POSTAGE CK .50  
#554970 0345 R01 T14:51  
05/04/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

EXHIBIT "A"

LIBER 541 PAGE 05

BEING KNOWN AND DESIGNATED as Lots Numbered Eleven (11) and Twelve (12), Section Eighty-seven (87), as shown on a Plat of GREEN HAVEN, said plat having been recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 1, folio 242, and now recorded in Plat Book No. 15, folio 7.

BEING the same property which by deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by JOHN J. WISNIEWSKI and JOSEPH LATINI unto JOHN J. WISNIEWSKI.



277089

MARYLAND NATIONAL BANK

LIBER 541 PAGE 06

## FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records of \_\_\_\_\_
2. ☒ To Be Recorded among the Financing Statement Records of Anne Arundel County
3. ☐ Not subject to Recordation Tax
4. ☒ Recordation Tax has been paid on the principal amount of \$ 168,500.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s):

Professional Construction  
Services, Inc.

Address(es):

601 Revell Highway  
Annapolis, Maryland 21401

RECORD FEE 11.00

POSTAGE .50

#544780 0345 R01 710143

6. Secured Party:

MARYLAND NATIONAL BANK

Attention: Harrell Copeland

Address: Real Estate Industries Group

~~1016 KIRK~~ 10 Church Circle

~~2106 KIRK~~ 2nd. Floor

~~2106 KIRK~~ Annapolis, Md. 21401

CK 04/25/89

AA CO. CIRCUIT COURT

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property.

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated April 21, 19 89 from Debtor(s) to Margaret Kirmil and Constance Creamer, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):

Professional Construction Services, Inc.

By: \_\_\_\_\_ (SEAL)

(SEAL)

(SEAL)

(SEAL)

Secured Party:

MARYLAND NATIONAL BANK

By: \_\_\_\_\_ (SEAL)

Harrell D. Copeland, Vice President  
Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

EXHIBIT A

All that parcel or parcels of real property located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED AS Lot Nos. 5 and 10, as shown on the Plat entitled "Plat 3 of 3, STONINGTON", and recorded among the Land Records of Anne Arundel County in Plat Book No. 106, folio 21, 22, and 23.

FINANCING STATEMENT

1. X To Be Recorded in the Financing Records and Land Records of Anne Arundel County, Maryland.
2. \_\_\_\_\_ To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
3. \_\_\_\_\_ Not Subject to Recordation Tax.
4. X Recordation Tax has been paid on the principal amount of Two Hundred Thousand Dollars (\$200,000.00) in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

RECORD FEE 18.00  
POSTAGE .50  
#442730 0237 R02 T15:55

5. Debtor(s) Name(s) Address(es)  
PAUL P. GABLE 7950 Fort Smallwood Road,  
P. SHONETTE GABLE Baltimore, Maryland 21226
6. Secured Party Address  
First National Bank of 18 West Street  
Maryland Annapolis, Maryland 21401

CK 05/04/89  
W. ERLE SCHAFER  
AN CO. CIRCUIT COURT

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated May 4, 1989 from Debtor(s) to DONALD C. BITTNER and NORMAN S. HOVERMALE, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules if ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon

180030

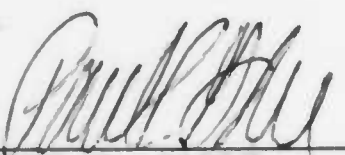
FB0001.128

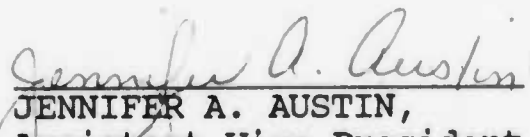
located, whether said accounts receivable are now in existence or hereafter created.

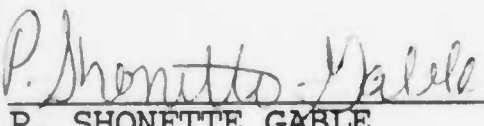
DEBTOR(S):

SECURED PARTY:

FIRST NATIONAL BANK OF MARYLAND

 (SEAL)  
PAUL P. GABLE

 (SEAL)  
JENNIFER A. AUSTIN,  
Assistant Vice President

 (SEAL)  
P. SHONETTE GABLE

Mr. Clerk: Please return to: William H. Buck  
P.O. Box 1911,  
Annapolis, Maryland 21404



EXHIBIT "A"PARCEL NO. 1:

BEGINNING for the same at a railroad spike previously found at the intersection formed by the Southwest side of Fort Smallwood Road with the North side of Carvel Beach Road; thence running from said beginning point so fixed and leaving said Fort Smallwood Road, and running with the North side of Carvel Beach Road South 76° 56' West 190.16 feet to a bend in Carvel Beach Road; thence leaving Carvel Beach Road and running South 76° 56' West 29.80 feet to a pipe previously found in the South 39° 39' East 176.41 foot line of the conveyance from Frank Provenza to William H. Disney and Elsie Anna Disney, his wife, by Deed dated May 2, 1952, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 684, page 296; thence running with part of said line, as previously found, reversely, North 40° 00' 30" West 56.04 feet to a pipe previously found; said pipe being located at the end of the South 53° 27' West 198.64 foot line of the conveyance from Lawrence W. Haney and Mary E. Haney, his wife, to David F. Matula and Anna L. Matula, his wife, by Deed dated October 15, 1965, and recorded among the said Land Records in Liber LNP No. 1914, page 185; thence leaving said conveyance in Liber JHH No. 684, page 296, and running with said South 53° 27' West 198.64 foot line, reversely, North 53° 27' East 198.64 feet to a pipe previously found on the Southwest side of Fort Smallwood Road; thence with the side of Fort Smallwood Road South 39° 08' East 143.75 feet to the place of beginning. Containing 0.453 acres of land, more or less, as described by McCrone, Inc. Registered Professional Engineers and Land Surveyors in September, 1985. BEING PART OF Lot 133 as shown on the Plat entitled CARVEL BEACH, dated May 1923, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 2, page 26. The improvements thereon being known as Nos. 7948-50 Fort Smallwood Road.

PARCEL NO. 2:

BEGINNING for the same at an iron pipe found on the Southwest side of Fort Smallwood Road and at the same beginning point as in the conveyance from Lawrence W. Haney and Mary E. Haney, his wife, to David F. Matula and Anna L. Matula, his wife, by deed dated October 15, 1965 and recorded among the Land Records of Anne Arundel County, Maryland in Book 1914 Page 185; said iron pipe and place of beginning being further located South 37° 51' 30" East 62.98 feet from the intersection formed by the said Southwest side of Fort Smallwood Road with the Southeast side of Kingsway Drive, (30' wide);

THENCE running from the place of beginning, so fixed, and with the outlines of said conveyance, as now found, and with the Southwest side of Fort Smallwood Road, South 37° 51' 30" East 69.59 feet to an iron pipe set;

THENCE leaving said Fort Smallwood road, and continuing with the outlines of said conveyance, as now found, South 53° 29' 30" West 198.74 feet to an iron pipe found and North 40° 00' 30" West 68.24 feet to a nail set in the root of a tree; said nail being South 40° 00' 30" East 52.0 feet from an ironpipe found on the Southeast side of said Kingsway Drive;

THENCE with the North 51° 14' 20" East 207.31 foot line of said conveyance, as now found and corrected, North 53° 06' 30" East 201.14 feet to the place of beginning.

CONTAINING 0.32 acres, more or less, and as surveyed by McCrone, Inc., in November, 1987.

1022  
COMMONS

CLERK OF THE CIRCUIT COURT, ANNE ARUNDEL COUNTY, MARYLAND

LIBER 541 PAGE 12

277192

RECORD FEE 30.00  
POSTAGE .50  
#442900 0237 R02 T10:47  
05/05/89  
CK H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

**Financing Statement**

Perpetual Savings Bank, F.S.B.

**PERPETUAL**

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE. NO ☒ YES ☐

NAME OF RECORD OWNER: \_\_\_\_\_

☐ NOT SUBJECT TO RECORDATION TAX.  
Subject to recordation tax; principal amount is \$ \_\_\_\_\_

1. Name of Debtor: Winmeyer Commons II Limited Partnership  
Address: c/o The Cafritz Group  
1150 17th Street, N.W.  
Washington, D.C. 20036

2. Name of Secured Party: Perpetual Savings Bank, F.S.B.  
2034 Eisenhower Avenue  
Alexandria, Virginia 22314

3. This financing statement covers the following property of the Debtor, all whether now owned or hereafter acquired (hereafter "Collateral"). Check ☒ one or more boxes applicable:

- ☐ (A) *Receivables.*  
(1) All accounts, contract rights, instruments, documents, chattel paper, and general intangibles (including, but not limited to, choses in action, tax refunds and insurance proceeds); (2) any other amounts, obligations or indebtedness owed to the Debtor from whatever source, irrespective of whether such amounts, obligations, or indebtedness have been specifically assigned to the Secured Party; (3) all rights to receive any payment in money or in kind; (4) all goods, services, or other property represented by or securing any of the items referred to in (1) above, including, but not limited to, all goods that may be reclaimed or repossessed from or returned by any account debtor; (5) all of the Debtor's rights as an unpaid seller, including, but not limited to, stoppage in transit, detinue, reclamation, and resale; (6) all guarantees, other agreements or property securing or relating to any of the items referred to in (1) above, or acquired for the purpose of securing and enforcing any of such items;
- ☐ (B) *Inventory.*  
All inventory including, without limitation, all goods, merchandise and other personal property held for sale or lease by the Debtor, furnished or to be furnished under any contract of service by the Debtor, raw materials, work in-process, supplies, materials or finished goods used or consumed or to be used or to be consumed in Debtor's business;
- ☐ (C) *Equipment.*  
All machinery, equipment, furniture and fixtures;
- ☒ (D) *Other:* All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- ☒ (E) All computer programs, tapes, discs, records and files and any other material or documents relating to the foregoing items;
- ☒ (F) All substitutions, additions, accessories, accessions, replacements, parts, exchanges, increases, tools, manuals, warranties, warranty claims, insurance policies and proceeds, together with all cash and noncash proceeds, including, but not limited to, insurance proceeds, and products of the foregoing.
- ☒ (G) If Collateral is goods which are or are to become fixtures, the above described goods are affixed or to be affixed to (legal description of property): See attached Schedule A.

4. Number of continuation sheets presented: 6

Debtor: WINMEYER COMMONS II LIMITED PARTNERSHIP

By: Odenton Land Development, Inc.,  
as general partner

By: S. Bruce Jaffe  
Name: S. BRUCE JAFFE  
Title: EXEC VP

(Type or print name and title of each signatory.)

Secured Party:

PERPETUAL SAVINGS BANK, F.S.B.

By: Sally Johnson  
Name: SALLY JOHNSON

Title: ASSISTANT Vice President

Please return to the Secured Party at the address stated above.

Filing Officer Copy — Alphabetical



Schedule A

LIBER 541 PAGE 13

(a) All of the Debtor's right, title and interest as landlord in all leases relating to the land described on Exhibit A attached hereto (the "Land") or any part thereof, together with all rents, royalties, security deposits, revenues, down payments, issues, earnings, profits and other benefits of the Land and any improvements now or hereafter located thereon; and

(b) All contracts and other agreements for the sale of the Land or any portion thereof, together with any improvements thereon, and all right, title and interest of the Debtor thereunder; and

(c) All contracts, permits, licenses, approvals, plans and specifications, surveys, sewer taps, agreements for utilities and bonds relating to the ownership or development of the Land, and

(d) All buildings and improvements now or hereafter erected or placed upon the Land, and all fixtures now or hereafter attached to the Land, all of which, including replacements and additions thereto, and all of the estate, right, title, interest, privileges, franchises, easements, appurtenances and claims, either at law or in equity or otherwise, of the Debtor, of, in, to, or out of the Land and improvements and also any awnings, screens, storm windows and doors, plumbing equipment, boilers, motors, machinery, furnaces, sprinkling and other fire prevention or extinguishing apparatus and equipment, floor covering, shrubbery, plants, blinds and all heating, lighting, flood lighting, power, water, refrigerating, gas, electric, ventilating, air conditioning, burglar alarms and security systems, maintenance and incinerating systems or equipment located on or about the Land and improvements thereon; and any proceeds of insurance or awards made to the Grantor for the taking by eminent domain of any of the Land, improvements or above-described property.



EXHIBIT A

Legal Description

LIBER 541 PAGE 14

DESCRIPTION OF 24.9526 ACRES  
FOURTH TAX DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

All that piece or parcel of land, situated, lying and being in the 4th Tax District of Anne Arundel County, Maryland; the same being part of the land conveyed from Harry C. Blumenthal, Foreclosure Trustee, to 175 Associates, a General Partnership, by deed dated September 20, 1978 recorded among the land records of Anne Arundel County, Maryland in Liber 3134 Folio 344 and part of the land conveyed from Ephraim Winer to Jay Winer and Larry S. Kamanitz, Trustees, by deed dated June 7, 1983 recorded among said land records in Liber 3681 Folio 761; the same being more particularly described as follows:

Beginning for the same at a point on the northwestern side of Odenton Avenue as shown on a plat entitled "ACADEMY" recorded among said land records in Plat Book 12 Folio 4, where intersected by the northern side of that parcel of land described in the conveyance to Bankers Trust Company and the Consolidated Gas, Electric Light and Power Company of Baltimore by deed dated April 22, 1936 recorded among said land records in Liber 150 Folio 135; said point also being at the beginning of the 5th or North 66° 15' 56" West 1083.58 feet line of said Liber 3681 Folio 761; thence leaving said point of beginning and with said 5th line, the following course

1. North 66° 15' 56" West 1083.58 feet to intersect the second line of that parcel of land described in the conveyance to the Philadelphia, Baltimore and Washington Railroad Company by deed dated April 18, 1919 recorded among said land records in Liber 10 Folio 299, said last mentioned line also being shown on the Philadelphia, Baltimore and Washington Railroad Company right-of-way and track map No. 73 of V-4; thence with part of said right-of-way, the following course
2. North 18° 55' 26" East 172.60 feet to a point; thence with Old Telegraph Road (also known as Lokus Road), the following six (6) courses
3. North 43° 01' 06" East 204.48 feet to a point; thence
4. North 44° 42' 44" East 140.72 feet to a point; thence
5. North 28° 36' 38" East 175.42 feet to a point; thence
6. North 30° 47' 46" East 175.79 feet to a point; thence
7. North 34° 54' 09" East 157.29 feet to a point; thence

8. North 38° 15' 18" East 287.48 feet to a point; thence with the north-eastern lines of said Liber 3681 Folio 761, the following three (3) courses
9. South 58° 15' 04" East 148.93 feet to a pipe found, passing over a stone found 8.73 feet from the beginning thereof; thence
10. South 27° 45' 16" East 857.42 feet to a pipe found; thence
11. South 55° 15' 17" East 151.01 feet to a pipe found on the northwestern outline of said plat of "ACADEMY"; thence with said outline as shown on said plat; the following course
12. South 33° 58' 35" West 705.99 feet to the point of beginning; containing 1086934 square feet or 24.9526 acres of land, more or less, as now described.

DESCRIPTION OF 12.5731 ACRES  
FOURTH TAX DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

All that piece or parcel of land, situated, lying and being in the 4th Tax District of Anne Arundel County, Maryland; the same being part of the land conveyed from Harry C. Blumenthal, Forclosures Trustee, to 175 Associates, a General Partnership, by deed dated September 20, 1978 recorded among the land records of Anne Arundel County, Maryland in Liber 3134 Folio 344 and part of the land conveyed from Ephraim Winer to Jay Winer and Larry S. Kamanitz, Trustees, by deed dated June 7, 1983 recorded among said land records in Liber 3681 Folio 761; the same being more particularly described as follows:

Beginning for the same at the western corner of a 50' widening strip as shown on a plat entitled "175 ASSOCIATES NORTH, PLAT 1" recorded among said land records in Plat Book 98 Plat 4; said point also being on the northern right-of-way line of Maryland Route 175 as shown on State Roads Commission of Maryland plat number 32997; thence leaving said point of beginning and binding on said right-of-way line as shown on said plat number 32997 and on plat number 32998, the following five (5) courses

1. 534.07 feet along the arc of a curve deflecting to the left having a radius of 2119.48 and a chord, North 68° 24' 25" West 532.66 feet, to a point; thence
2. North 75° 55' 06" West 76.84 feet to a point; thence
3. North 75° 21' 47" West 24.50 feet to a point; thence
4. North 76° 26' 35" West 91.02 feet to a point; thence
5. North 77° 42' 08" West 54.00 feet to intersect the second line of that parcel of land described in the conveyance to the Philadelphia, Baltimore and Washington Railroad Company by deed dated April 18, 1919 recorded among said land records in Liber 10 Folio 299, said last mentioned line also being shown on the Philadelphia, Baltimore and Washington Railroad Company right-of-way and track map No. 73 of V-4; thence with part of said line, the following course
6. North 18° 55' 26" East 644.29 feet to the southern side of that parcel of land described in the conveyance to Bankers Trust Company and the Consolidated Gas, Electric Light and Power Company of Baltimore by deed dated April 22, 1936 recorded among said land records in Liber 150 Folio 135; thence with said southern side, the following course

7. South 66° 15' 56" East 1012.91 feet to intersect the western side of said 50 feet widening strip; thence with said strip, the following two (2) courses
8. South 33° 58' 35" West 500.35 feet to a point; thence
9. South 71° 34' 04" West 128.39 feet to the point of beginning; containing 547,682 square feet or 12.5731 acres of land, more or less, as now described.



DESCRIPTION OF 0.1687 ACRES  
FOURTH TAX DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

All that piece or parcel of land, situated, lying and being in the 4th Tax District of Anne Arundel County, Maryland; the same being the conveyance from John Demyan, Jr. and Florence V. Demyan, his wife, to Delavan Land Holding Co., Inc., by deed dated February 28, 1979 and recorded among the land records of Anne Arundel County, Maryland in Liber 3180 Folio 879; the same being known and designated as part of Lot 19 and all of Lots 20, 21, 22, 23, 24 and 25 of Section 14 as shown on a plat entitled "ACADEMY" recorded among said land records in Plat Book 12 Folio 4; the same being more particularly described as follows:

Beginning for the same at a point on the western right-of-way line of Annapolis Avenue, as shown on said plat, at its intersection with the northern right-of-way line of Maryland Route 175 as shown on State Roads Commission of Maryland Plat No. 32997; thence leaving said point beginning and with said northern right-of-way line of Maryland Route 175, the following two (2) courses

1. North 56° 07' 32" West 5.23 feet to a point; thence
2. North 57° 03' 48" West 44.89 feet to intersect the eastern right-of-way line of Odenton Avenue (also known as Winmeyer Avenue) as shown on said plat; thence with said eastern right-of-way, the following course
3. North 33° 58' 35" East 289.86 feet to a point; thence
4. South 65° 44' 39" East 0.60 feet to a point on said western right-of-way line of Annapolis Avenue; thence with said western right-of-way line, the following course
5. South 24° 15' 21" West 293.35 feet to the point of beginning; containing 7350 square feet or 0.1687 acres of land, more or less, as now described.

2082  
CUSTOM

CLERK, CIRCUIT COURT, ANNE ARUNDEL COUNTY, MARYLAND

LIBER 541 PAGE 19

277193

RECORD FEE 38.00  
POSTAGE .50  
#442510 0237 R02 T10:48  
05/05/89  
CK H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

**Financing Statement**

Perpetual Savings Bank, F.S.B.

**PERPETUAL**

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE. NO ☒ YES ☐  
NAME OF RECORD OWNER: \_\_\_\_\_

☐ NOT SUBJECT TO RECORDATION TAX.  
Subject to recordation tax; principal amount is \$ \_\_\_\_\_

1. Name of Debtor: Winmeyer Commons III Limited Partnership  
Address: c/o The Cafritz Group  
1150 17th Street, N.W.  
Washington, D.C. 20036

2. Name of Secured Party: Perpetual Savings Bank, F.S.B.  
2034 Eisenhower Avenue  
Alexandria, Virginia 22314

3. This financing statement covers the following property of the Debtor, all whether now owned or hereafter acquired (hereafter "Collateral"). Check ☒ one or more boxes applicable:

☐ (A) *Receivables.*  
(1) All accounts, contract rights, instruments, documents, chattel paper, and general intangibles (including, but not limited to, choses in action, tax refunds and insurance proceeds); (2) any other amounts, obligations or indebtedness owed to the Debtor from whatever source, irrespective of whether such amounts, obligations, or indebtedness have been specifically assigned to the Secured Party; (3) all rights to receive any payment in money or in kind; (4) all goods, services, or other property represented by or securing any of the items referred to in (1) above, including, but not limited to, all goods that may be reclaimed or repossessed from or returned by any account debtor; (5) all of the Debtor's rights as an unpaid seller, including, but not limited to, stoppage in transit, detainee, reclamation, and resale; (6) all guarantees, other agreements or property securing or relating to any of the items referred to in (1) above, or acquired for the purpose of securing and enforcing any of such items;

☐ (B) *Inventory.*  
All inventory including, without limitation, all goods, merchandise and other personal property held for sale or lease by the Debtor, furnished or to be furnished under any contract of service by the Debtor, raw materials, work in-process, supplies, materials or finished goods used or consumed or to be used or to be consumed in Debtor's business;

☐ (C) *Equipment.*  
All machinery, equipment, furniture and fixtures;

☒ (D) *Other:* All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

☒ (E) All computer programs, tapes, discs, records and files and any other material or documents relating to the foregoing items;

☒ (F) All substitutions, additions, accessories, accessions, replacements, parts, exchanges, increases, tools, manuals, warranties, warranty claims, insurance policies and proceeds, together with all cash and noncash proceeds, including, but not limited to, insurance proceeds, and products of the foregoing.

☒ (G) If Collateral is goods which are or are to become fixtures, the above described goods are affixed or to be affixed to (legal description of property): See attached Schedule A.

4. Number of continuation sheets presented: 8

WINMEYER COMMONS III LIMITED  
Debtor: PARTNERSHIP

By: Odenton Land Development, Inc.,  
as general partner

By: [Signature]  
Name: S. BRUCE TAYLOR  
Title: EXEC VP

(Type or print name and title of each signatory.)

Secured Party:

PERPETUAL SAVINGS BANK, F.S.B.

By: [Signature]

Name: SALLY JOHNSON

Title: ASSISTANT Vice President

Please return to the Secured Party at the address stated above.

Filing Officer Copy — Alphabetical

Schedule A

LIBER 541 PAGE 20

(a) All of the Debtor's right, title and interest as landlord in all leases relating to the land described on Exhibit A attached hereto (the "Land") or any part thereof, together with all rents, royalties, security deposits, revenues, down payments, issues, earnings, profits and other benefits of the Land and any improvements now or hereafter located thereon; and

(b) All contracts and other agreements for the sale of the Land or any portion thereof, together with any improvements thereon, and all right, title and interest of the Debtor thereunder; and

(c) All contracts, permits, licenses, approvals, plans and specifications, surveys, sewer taps, agreements for utilities and bonds relating to the ownership or development of the Land, and

(d) All buildings and improvements now or hereafter erected or placed upon the Land, and all fixtures now or hereafter attached to the Land, all of which, including replacements and additions thereto, and all of the estate, right, title, interest, privileges, franchises, easements, appurtenances and claims, either at law or in equity or otherwise, of the Debtor, of, in, to, or out of the Land and improvements and also any awnings, screens, storm windows and doors, plumbing equipment, boilers, motors, machinery, furnaces, sprinkling and other fire prevention or extinguishing apparatus and equipment, floor covering, shrubbery, plants, blinds and all heating, lighting, flood lighting, power, water, refrigerating, gas, electric, ventilating, air conditioning, burglar alarms and security systems, maintenance and incinerating systems or equipment located on or about the Land and improvements thereon; and any proceeds of insurance or awards made to the Grantor for the taking by eminent domain of any of the Land, improvements or above-described property.



EXHIBIT A

Legal Description

LIBER 541 PAGE 21

DESCRIPTION OF 20.7771 ACRES  
FOURTH TAX DISTRICT  
OF  
ANNE ARUNDEL COUNTY, MARYLAND

All that piece or parcel of land, situated, lying and being in the 4th Tax District of Anne Arundel County, Maryland; the same being part of the land conveyed from William J. McWilliams, Trustee, to Albert Winer, Ephraim Winer, Hyman Winer, Samuel Winer and Simon Winer, Co-Partners trading as Midway Investment Company, by deed dated March 3, 1964 recorded among the Land Records of Anne Arundel County, Maryland in Liber 1777 Folio 270; the same being more particularly described as follows:

Beginning for the same at a pipe found on the western line of Section 13 as shown on a plat entitled "ACADEMY" recorded among said Land Records in Plat Book 12 Folio 4, where intersected by the third or South 55° 15' 17" East 151.01 feet line of the conveyance to Jay Winer and Larry S. Kamanitz, Trustees by deed dated June 7, 1983 and recorded among said Land Records in Liber 3681 Folio 761; thence leaving said point of beginning and reversely with said third line and reversely with the second and first lines of said conveyance, the following three (3) courses

- (1) North 55° 15' 17" West 151.01 feet to a pipe found; thence
- (2) North 27° 45' 16" West 857.42 feet to a pipe found; thence
- (3) North 58° 15' 04" West 140.20 feet to a stone found; thence
- (4) North 41° 55' 48" East 335.30 feet to an iron pipe found on the southern line of the conveyance to Andrew E. Sears, et al by deed recorded among said Land Records in Liber 487 Folio 445; thence with the lines of said conveyance, the following two (2) courses
- (5) South 59° 33' 46" East 183.67 feet to an iron pipe found; thence



- (6) North 30° 26' 14" East 100.00 feet to an iron pipe found on the southern right-of-way line of Lamonte Avenue, 40 feet wide; thence with said right-of-way line, the following course
- (7) South 59° 33' 46" East 425.09 feet to a point; thence with the lines of the conveyance to Midway Investment Company by deed dated November 27, 1964 recorded among said Land Records in Liber 1815 Folio 314, the following three (3) courses
- (8) South 30° 26' 14" West 150.00 feet to a point; thence
- (9) South 59° 33' 46" East 75.00 feet to a point; thence
- (10) North 30° 26' 14" East 150.00 feet to intersect said southern right-of-way line of Lamonte Avenue; thence with said right-of-way line, the following course
- (11) South 59° 33' 46" East 215.00 feet to a point, thence reversely with the lines of the conveyance to Midway Investment Company by deed dated November 5, 1964 recorded among said Land Records in Liber 1808 Folio 423, the following three (3) courses
- (12) South 30° 26' 14" West 150.00 feet to a point; thence
- (13) South 59° 33' 46" East 75.00 feet to a point; thence
- (14) North 30° 26' 14" East 150.00 feet to intersect said southern right-of-way line of Lamonte Avenue; thence with said right-of-way line, the following course
- (15) South 59° 33' 46" East 461.33 feet to intersect the western right-of-way line of Maryland Route 170; thence with said right-of-way line the following three (3) courses
- (16) South 15° 45' 48" West 172.81 feet to a point; thence
- (17) South 17° 26' 15" West 81.76 feet to a point; thence
- (18) South 18° 02' 36" West 139.01 feet to a point; thence with part of the outlines of said ACADEMY subdivision, the following course

- (19) North 65° 44' 39" West 200.85 feet to intersect the western right-of-way line of Washington Avenue as shown on said plat of ACADEMY; thence with said right-of-way line, the following course
- (20) South 24° 15' 21" West 175.00 feet to a point; thence
- (21) North 65° 44' 39" West 240.00 feet to intersect the eastern right-of-way line of Baltimore Avenue as shown on said plat of ACADEMY; thence with said right-of-way line, the following course
- (22) North 24° 15' 21" East 21.21 feet to a point on said outline of ACADEMY subdivision; thence with said outline, the following three (3) courses
- (23) North 82° 00' 02" West 93.14 feet to a point; thence
- (24) North 55° 27' 20" West 49.50 feet to a point; thence
- (25) South 33° 58' 35" West 280.62 feet to the point of beginning; containing 905,050 square feet or 20.7771 acres of land, more or less, as now described.

DESCRIPTION OF 0.2583 ACRE  
FOURTH TAX DISTRICT  
OF  
ANNE ARUNDEL COUNTY, MARYLAND

All that piece or parcel of land, situated, lying and being in the 4th Tax District of Anne Arundel County, Maryland; the same being all of the land conveyed from Mary E. Williams, Widow, and Sallie P. Williams, Single, to Midway Investment Company, a Co-Partnership, by deed dated November 3, 1964 recorded among the Land Records of Anne Arundel County, Maryland in Liber 1815 Folio 314; the same being more particularly described as follows:

Beginning for the same at a point on the southern right-of-way line of Lamonte Avenue, 40 feet wide, said point being distant North 59° 33' 46" West 100.00 feet from the intersection of said southern right-of-way line and the western right-of-way line of Urban Avenue, 40 feet wide; thence

- (1) South 30° 26' 14" West 150.00 feet to a point; thence
- (2) North 59° 33' 46" West 75.00 feet to a point; thence
- (3) North 30° 26' 14" East 150.00 feet to intersect said southern right-of-way line of Lamonte Avenue; thence with said right-of-way, the following course
- (4) South 59° 33' 46" East 75.00 feet to the point of beginning; containing 11,250 square feet or 0.2583 of an acre of land, more or less, as now described.

DESCRIPTION OF 0.2583 ACRE  
FOURTH TAX DISTRICT  
OF  
ANNE ARUNDEL COUNTY, MARYLAND

All that piece or parcel of land, situated, lying and being in the 4th Tax District of Anne Arundel County, Maryland; the same being all of the land conveyed from Bernard F. Lilly and Della M. Lilly, his wife, to Midway Investment Company, a Co-Partnership, by deed dated November 3, 1964 recorded among the Land Records of Anne Arundel County, Maryland in Liber 1808 Folio 423; the same being more particularly described as follows:

Beginning for the same at a point on the southern right-of-way line of Lamonte Avenue, 40 feet wide, said point being distant South 59° 33' 46" East 75.00 feet from the intersection of said southern right-of-way line and the eastern right-of-way line of Urban Avenue, 40 feet wide; thence with said southern right-of-way line of Lamonte Avenue, the following course

- (1) South 59° 33' 46" East 75.00 feet to a point; thence
- (2) South 30° 26' 14" West 150.00 feet to a point; thence
- (3) North 59° 33' 46" West 75.00 feet to a point; thence
- (4) North 30° 26' 14" East 150.00 feet to the point of beginning; containing 11,250 square feet or 0.2583 of an acre of land, more or less, as now described.



DESCRIPTION OF 3.4739 ACRES  
FOURTH TAX DISTRICT  
OF  
ANNE ARUNDEL COUNTY, MARYLAND

All that piece or parcel of land, situated, lying and being in the 4th Tax District of Anne Arundel County, Maryland; the same being part of the land conveyed from William J. McWilliams, Trustee, to Albert Winer, Ephraim Winer, Hyman Winer, Samuel Winer and Simon Winer, Co-Partners trading as Midway Investment Company, by deed dated March 3, 1964 recorded among the Land Records of Anne Arundel County, Maryland in Liber 1777 Folio 270 and more particularly described as follows:

Beginning for the same at the intersection of the western right-of-way line of Maryland Route 170 and the northern right-of-way line of Lamonte Avenue, 40 feet wide; thence from said point of beginning and with the said northern right-of-way line of Lamonte Avenue, the following course

- (1) North 59° 33' 46" West 500.95 feet to a point; thence
- (2) North 30° 26' 14" East 150.00 feet to a point; thence
- (3) North 59° 33' 46" West 100.00 feet to intersect the eastern right-of-way line of Urban Avenue, 40 feet wide; thence with said eastern right-of-way line of Urban Avenue, the following course
- (4) North 30° 26' 14" East 150.00 feet to intersect the southern right-of-way line of Bucklina Avenue, 40 feet wide; thence with said southern right-of-way line, the following course
- (5) South 59° 33' 46" East 504.62 feet to intersect said western right-of-way line of Maryland Route 170; thence with said western right-of-way line, the following two (2) courses
- (6) South 11° 12' 40" West 125.41 feet to a point; thence
- (7) South 13° 34' 32" West 189.75 feet to the point of beginning; containing 151,325 square feet or 3.4739 acres of land, more or less, as now described.

LIBER 541 PAGE 27

DESCRIPTION OF 0.3444 ACRE  
FOURTH TAX DISTRICT  
OF  
ANNE ARUNDEL COUNTY, MARYLAND

All that piece or parcel of land, situated, lying and being in the 4th Tax District of Anne Arundel County, Maryland; the same being part of the land conveyed from William J. McWilliams, Trustee, to Albert Winer, Ephraim Winer, Hyman Winer, Samuel Winer and Simon Winer, Co-Partners trading as Midway Investment Company, by deed dated March 3, 1964, recorded among the Land Records of Anne Arundel County, Maryland in Liber 1777, Folio 270; the same being more particularly described as follows:

Beginning for the same at a pipe found at the intersection of the northern right-of-way line of Lamonte Avenue, 40 feet wide, and the eastern right-of-way line of Urban Avenue, 40 feet wide; thence from said point of beginning and with said eastern right-of-way line of Urban Avenue, the following course

- (1) North 30° 26' 14" East 150.00 feet to a point; thence
- (2) South 59° 33' 46" East 100.00 feet to a point; thence
- (3) South 30° 26' 14" West 150.00 feet to intersect said northern right-of-way line of Lamonte Avenue; thence with said line, the following course
- (4) North 59° 33' 46" West 100.00 feet to the point of beginning; containing 15,000 square feet or 0.3444 of an acre of land, more or less, as now described.

039431

LIBER 541 PAGE 28

277194

Debtor or Assignor Form

# FINANCING STATEMENT

☒ Not subject to Recordation Tax

☐ To be Recorded in Land Records (For Fixtures Only).

☐ Subject to Recordation Tax; Principal

Amount is \$ .....

## Name of Debtor

## Address

BAB, LTD.

507 Bay Hills Drive  
Arnold, MD 21012

## SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate  
list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All accounts, inventory and equipment now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such accounts, inventory and equipment.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. ☒ Proceeds } of the collateral are also specifically covered.  
☐ Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

BAB, LTD.

FARMERS NATIONAL  
BANK OF MARYLAND

BY: *Thomas E. Bradley*  
Thomas E. Bradley

BY: *P. Hall, J.P.*  
P. Hall, J.P.

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

277195

FINANCING STATEMENT

LIBER 541 PAGE 29

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

NAME OF DEBTOR

STEFAN W. WALDICK  
6509 Danville Court, Rockville, Maryland 20852

NAME OF SECURED PARTY

CARL REED  
2045 Duval Road, Woodbine, Maryland 21797

This financing statement covers the following types (or items) of property:

All equipment, inventory, goods, fixtures on the premises and the real property sublease for the premises located at:

1099 ANNAPOLIS ROAD, ODENTON, MARYLAND

See Attached List

Proceeds of collateral are also covered.

By Carl Reed  
Carl Reed

Secured Party

By Stefan W. Waldick  
Stefan W. Waldick

Debtor(s)

By Leo Waldick  
Leo Waldick

By Liesore Waldick  
Liesore Waldick

Dated: Shirley H. Dixon 4/29/89

My Commission Expires July 1, 1990

RECORD FEE 17.00  
POSTAGE CK .50  
#555360 C345 R01 T15101  
05/05/89

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



David Townes Dawson

Attorney At Law

Maryland & Virginia

4427 Lakeview Drive

Temple Hills, Maryland 20748

(301) 423-4443



# Bay Area

LIBER 541 PAGE 30

Items	#	amt	Cost
Hoses	300.00	67	\$201.00
Belts	350.00	35	\$122.50
Spark Plugs	1.34.00	157	\$210.38
PVC valves	1.75.00	66	\$115.50
Rotor	3.00.00	38	\$115.00
Point Set	2.75.00	18	\$49.50
Condenser	2.10.00	14	\$28.00
Cap / Dist.	5.00.00	42	\$210.00
Coils	15.00.00	8	\$120.00
Control Module	25.00.00	9	\$225.00
Radiator Cap.	5.00.00	7	\$35.00
Fuel Filters	2.00.00	55	\$110.00
Crankcase Vent Filter	1.50.00	15	\$22.50
Thermostat	4.00.00	11	\$44.00
Gas Cap		8	\$16.00
Stoplight Switches		16	10\$
Freeze Plug Ass.			10\$
P.k. A Nut			35\$
Anti Small Hose			10\$
Head Lamps 4651	5.00.00	5	\$25.00
Aux. Flex Fan 10"			15\$
Spark Plug Wires	15.00.00	24 sets	\$360.00
Brake Pads	11.00.00	81 sets	\$891.00
Timing Belts	11.95	4	\$47.80
Lamps & Bulbs	50.00	102	\$51.00
VW. Oil Strainer Kit	1.00.00	42	\$42.00
Oil Filters	2.46.00	172	\$423.12
Oil	1.15.00	160 quart	\$184.00
P.k. A Nut			35\$
Hose Clamps	40.00	34	\$13.60
Air Filters	3.00.00	62	186.00
Battery	35.00.00	10	350.00
TIRES	28.00.00	73	2044.00
Outboard Motor Oil	1.75.00	68	51.00
Rubber Lubricant / Gal	1.50.00	4	10.00
			6417.90

Bays Area

Items	# Amt.	Cost.	
Transmission Filters <sup>5.00 ea</sup>	26	\$130.00	\$130.00

\* OFFICE AREA \*

1. Brake Fluid <sup>2.06 ea</sup>	4	\$8.24	
2. Gas Line Anti Freezes <sup>12 ea</sup>	7	\$4.34	
3. Windshield Deicer <sup>1.75</sup>	4	\$7.00	
4. Automatic Tran/Sealer <sup>2.91 ea</sup>	2	\$5.82	
5. Carburetor Intake Cleaner <sup>2.74 ea</sup>	7	\$19.18	
6. Gasline Additive <sup>1.93 ea</sup>	17	\$32.81	
7. Starting Fluid <sup>1.97 ea</sup>	3	\$5.91	
8. Outboard Motor Oil <sup>1.5 ea</sup>	5	\$3.75	
9. Perma - Guard <sup>7.50 ea</sup>	4	\$30.00	
10. Washer Fluid <sup>66 ea</sup>	18	\$11.88	
11. Fuses / Bx. <sup>1.00 Bx</sup>	86	\$86.00	
12. Headlamps <sup>8.00 ea</sup>	30	\$240.00	
13. Windshield Wipers <sup>3.50 ea</sup>	43	\$150.50	\$605.40

\* BACK ROOM AREA \*

1. Windshield Washer Fluid <sup>66 ea</sup>	9	\$5.94	
2. Air Filters <sup>3.00 ea</sup>	61	\$183.00	
3. Oil Filters <sup>2.44 ea</sup>	12	\$29.62	
4. Head Lamps <sup>3.00 ea</sup>	36	\$108.00	
5. Wheel Weights	35	\$35.00	
6. 3 Tubes of Glue		5 \$	
7. 2 Hats		6 \$	
8. 1 Funnel		1.56 \$	
9. Brake Shoes / Sets <sup>15.95 ea</sup>	24	\$382.80	
10. Rough Service Bulbs / 2		2 \$	
11. Shop Lamps / 2		7 \$	
12. Muffler Clamps <sup>75 ea</sup>	17	\$12.75	
13. Tire Repair Plugs / 2 ea		34 \$	
14. Power Steering Fluid <sup>1.50 ea</sup>	12	\$18.00	
15. Refrigerant <sup>1.25 ea</sup>	15	\$18.75	
16. Gasoline Additive <sup>1.93 ea</sup>	20	\$38.60	
17. Bulbs 20-57 / 11-57 <sup>50 ea</sup>	30	\$15.00	\$1049.27

## Back Room AREA - Continued

Items	#	Amt	Cost	
18. Battery Cables 250	13		\$32.50	
19. Flashers 100 ea	3		\$3.00	
20. Spray Bottles / 3 pack			4 \$	
21. Plastic Tape / Rolls	11		7 \$	
22. Oil Charge 100 ea	5		\$5.00	
23. Rubber Cleaning / Solv 200 ea	5		\$10.00	
24. Halogen Headlamp / 14 9004 1294 ea	4		\$51.76	
25. Air Filter 300 ea	3		\$9.00	
26. Brake Fluid 204 ea	12		\$24.72	
27. Carburetor Cleaner 123 ea	10		\$18.30	
28. Windshield Cal / Concentrate 520 ea	3		\$16.60	
29. Windshield Squigees 229 ea	7		\$14.03	
30. Mercury Lamps 4000W	7		\$175.00 \$	
31. Paper Towels			45.81 \$	
32. Driveway Bell Hose			10 \$	
33. Cigarettes / 7 cart.			\$71.47	\$499.18

## X Booth AREA X

1. Chups 25 ea	32		\$8.00	
2. Cigarettes 102 ea	225		229.50	
3. Oil 115 ea	51		38.65	\$296.15

## X SHED AREA X

1. Oil / Cases 1297 ea	37		479.89	
2. Anti Freeze / Gallons 750 ea	1		82.50	
3. Anti Freeze / Quarts 137 30			56.10	\$618.49

## X MACHINES X

1. Soda / Coke	78 34 ea		26.52	
2. Soda / Pepsi	178 34 ea		60.52	\$87.04



H 110424

277196

ANNE ARUNDEL COUNTY

LIBER 541 PAGE 33

☐ TO BE

☒ NOT TO BE

RECORDED IN  
LAND RECORDS

☒ SUBJECT TO

☐ NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ 45,000,000.00\*

FINANCING STATEMENT

1. Debtor(s): Nevamar Corporation  
Name or Names—Print or Type  
8339 Telegraph Road Odenton Maryland 21113  
Address—Street No., City - County State Zip Code

Name or Names—Print or Type  
Address—Street No., City - County State Zip Code

2. Secured Party: Marine Midland Bank N.A. as Agent  
Name or Names—Print or Type  
140 Broadway New York New York 10015  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).  
All collateral described in the Financing Statement recorded among the Financing Statement Records of Anne Arundel County at File No. 252970 Liber 475 folio 440 on 7/31/84.

4. If above described personal property is to be affixed to real property, describe real property.  
This financing statement supplements the financing statement described in (3) above in connection with the increase of the maximum principal amount of the secured indebtedness from \$40,000,000.00 to \$45,000,000.00 as described in a Supplemental Pledge, Security Agreement and Assignment dated as of May 1, 1989

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☐ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

DEBTOR(S): Nevamar Corporation

SECURED PARTY:

By: Charles G. McBee  
(Signature of Debtor)

RECORD FEE 11.00

POSTAGE CK .50

#535700 0345 R01 11547

05/05/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Type or Print

(Company, if applicable)

(Signature of Debtor)

(Signature of Secured Party)

Type or Print

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Gary Bernstein, Esq., Kaye, Scholar, Fierman, Hays & Handler,  
425 Park Avenue, New York, New York 10022

Lucas Bros. Form F-1

\*Recordation tax paid in connection with recordation of Supplemental Deed of Trust among Debtor, Secured Party and others recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, on the same day this financing statement is presented for recordation.

RETURN TO:  
CHICAGO TITLE INSURANCE  
COMPANY OF MARYLAND  
110 ST. PAUL ST.  
BALTIMORE, MD. 21202



2Not to be recorded in  
Land Records

Subject to Recordation Tax:  
Principal Amount is \$296,800.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as additional security in the same loan.

DATE: April 14<sup>th</sup>, 1989

FINANCING STATEMENT

1. Debtor: Address:  
  
W.F. UTZ CONSTRUCTION 1511 Ritchie Highway  
COMPANY, INC. Suite 105  
Arnold, Maryland 21012
2. Secured Party: Address:  
  
HOME FEDERAL SAVINGS BANK P.O. Box 1179  
Hagerstown, Maryland 21741-1179
3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

1300

13

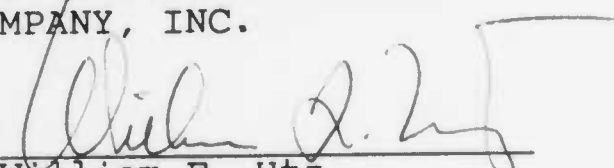
13.00  
.50  
455400 0345 001 110134  
05/08/89

(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owed by the Debtor to Home Federal Savings Bank, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof. In addition, the real estate shall be deemed to include additional lots in the same subdivision later acquired by debtor and encumbered by the lien of the Deed of Trust as the same shall be supplemented from time to time.

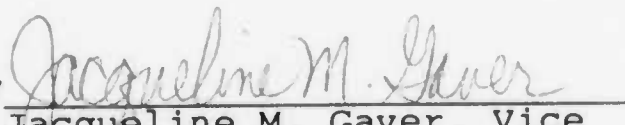
DEBTOR:

W.F. UTZ CONSTRUCTION  
COMPANY, INC.

By   
William F. Utz,  
President

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

By   
Jacqueline M. Gaver, Vice  
President

UTWO-#2.198.amp

SCHEDULE A

All those lots of ground situate in Anne Arundel County, Maryland and being known and designated as Lot Numbers 128, 129 and 130, in the subdivision known as "PLAT THREE, HARBOR VALLEY ESTATES", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 98 at Page 50; and

Lot numbers 140 and 141, in the Subdivision known as "Administrative Plat, lots 140-141, HARBOR VALLEY ESTATES", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Liber 4488, Folio 243.

07576-20707

Not to be recorded in  
Land Records

Subject to Recordation Tax:  
Principal Amount is \$350,000.00

The appropriate amount of documentary stamps are affixed to a Credit Line Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as additional security in the same loan.

DATE: April 14<sup>th</sup>, 1989

FINANCING STATEMENT

1. Debtor: Address:  
W.F. UTZ CONSTRUCTION 1511 Ritchie Highway  
COMPANY, INC. Suite 105  
Arnold, Maryland 21012

2. Secured Party: Address: RECORDED FEE 13.00  
HOME FEDERAL SAVINGS BANK P.O. Box 1179 POSTAGE .50  
Hagerstown, Maryland 21741-1179 345 001 710:37  
05/03/89

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

13

1300



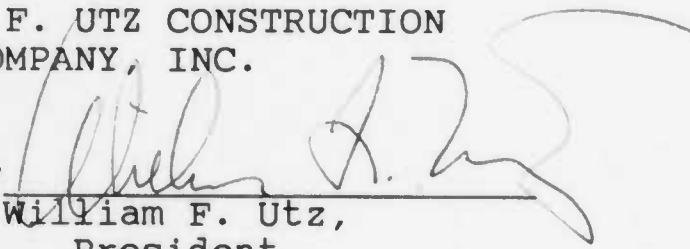
(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Credit Line Deed of Trust of even date herewith given by Debtor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owed by the Debtor to Home Federal Savings Bank, and are deemed by said Credit Line Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof. In addition, the real estate shall be deemed to include additional lots in the same subdivision later acquired by debtor and encumbered by the lien of the Credit Line Deed of Trust as the same shall be supplemented from time to time.

DEBTOR:

W.F. UTZ CONSTRUCTION  
COMPANY, INC.

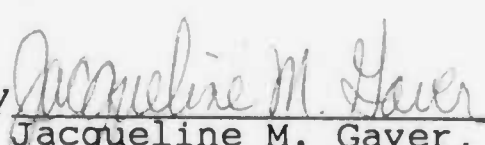
By

  
William F. Utz,  
President

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

By

  
Jacqueline M. Gaver, Vice  
President

UONE-#1.198.amp

SCHEDULE A

All those lots of ground situate in Anne Arundel County, Maryland and being known and designated as Lot Numbers 128, 129 and 130, in the subdivision known as "PLAT THREE, HARBOR VALLEY ESTATES", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 98 at Page 50; and

Lot numbers 140 and 141, in the Subdivision known as "Administrative Plat, lots 140-141, HARBOR VALLEY ESTATES", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Liber 4488, Folio 243.

07576-20707

Not to be recorded in  
Land Records

Subject to Recordation Tax:  
Principal Amount is \$350,000.00

The appropriate amount of documentary stamps are affixed to a Credit Line Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as additional security in the same loan.

DATE: April 14<sup>th</sup>, 1989

FINANCING STATEMENT

1. Debtor: Address:

W.F. UTZ CONSTRUCTION  
COMPANY, INC.

1511 Ritchie Highway  
Suite 105  
Arnold, Maryland 21012

2. Secured Party: Address:

HOME FEDERAL SAVINGS BANK

P.O. Box 1179  
Hagerstown, Maryland 21741-1179

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

RECORD FEE 13.00  
POSTAGE CK .50  
#53-40 C345 R01 110437  
05/08/89

LE SCHAFER  
CIRCUIT COURT

130030

13

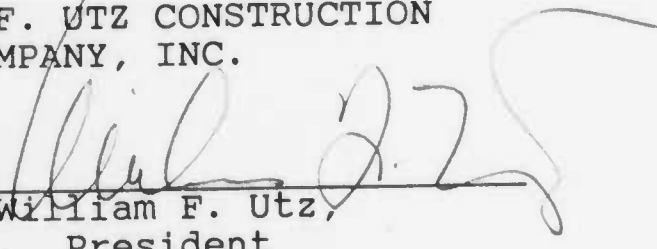
(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Credit Line Deed of Trust of even date herewith given by Debtor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owed by the Debtor to Home Federal Savings Bank, and are deemed by said Credit Line Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof. In addition, the real estate shall be deemed to include additional lots in the same subdivision later acquired by debtor and encumbered by the lien of the Credit Line Deed of Trust as the same shall be supplemented from time to time.

DEBTOR:

W.F. UTZ CONSTRUCTION  
COMPANY, INC.

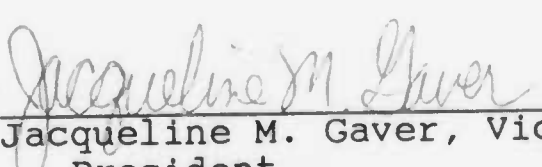
By

  
William F. Utz,  
President

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

By

  
Jacqueline M. Gaver, Vice  
President

UONE-#1.198.amp



SCHEDULE A

All those lots of ground situate in Anne Arundel County, Maryland and being known and designated as Lot Numbers 128, 129 and 130, in the subdivision known as "PLAT THREE, HARBOR VALLEY ESTATES", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 98 at Page 50; and

Lot numbers 140 and 141, in the Subdivision known as "Administrative Plat, lots 140-141, HARBOR VALLEY ESTATES", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Liber 4488, Folio 243.

07576-20707

TO BE FILED WITH THE STATE  
DEPARTMENT OF ASSESSMENTS AND TAXATION  
AND AMONG THE  
CHattel RECORDS OF ANNE ARUNDEL COUNTY,  
MARYLAND

☐ TO BE☐ NOT TO BERECORDED IN  
LAND RECORDS☐ SUBJECT TO☒ NOT SUBJECT TORECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

## FINANCING STATEMENT

Frederick L. Willard

Name or Names—Print or Type

1-B Shipping Creek Drive, Stevensville, MD 21666

Address—Street No.,

City - County

State

Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No.,

City - County

State

Zip Code

2. Secured Party:

John D. Willard, Sr.

Name or Names—Print or Type

1643 Orchard Beach Rd., St. Margarets, Annapolis, MD 21401

Address—Street No.,

City - County

State

Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). Assignment of Moneys Payable Under Promissory Note dated April 14, 1986, from Harbor Mist Limited Partnership to Frederick L. Willard in the principal amount of \$300,000.00 secured by Purchase Money Deed of Trust and Security Agreement With Assignment of Leases, Rents and Profits dated April 14, 1986, from Harbor Mist Limited Partnership to Yvonne M. Kisiel and Walter R. Stone, Trustees for the benefit of Frederick L. Willard.
4. If above described personal property is to be affixed to real property, describe real property. Willard.

n/a

5. If collateral is crops, describe real estate.

n/a

6. Proceeds of collateral ☐ are ☐ are not covered.

7. Products of collateral ☐ are ☐ are not covered.

Debtor(s):

SECURED PARTY:

Frederick L. Willard  
(Signature of Debtor)

Frederick L. Willard

Type or Print

\_\_\_\_\_  
(Signature of Debtor)

Type or Print

(Company, if applicable)

John D. Willard, Sr.  
(Signature of Secured Party)

Type or Print (Include title if Company)

John D. Willard, Sr.

TO THE FILING OFFICER: After this statement has been recorded  
please mail same to:

Name and Address

Lurese Rec. Form F-1

Yvonne M. Kisiel, Esq.

9881 Broken Land Parkway

Woodmere I, Suite 400

Columbia, Maryland 21046

← 11-50

## STATE OF MARYLAND

541 PAGE 44

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 2777203

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

Recordation  
Tax Paid to  
AAO.If transaction or transactions wholly or partially subject to recorda-  
tion tax indicate amount of taxable debt here \$ 15,750.00If this statement is to be recorded  
in land records check here. ☐This financing statement Dated May 4, 1989 is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

## 1. DEBTOR

Name Robert L. Sauls, II dba Capital Food Service

Address 107 Wallace Manor Road, Edgewater, MD 21037

## 2. SECURED PARTY

Name Bay National Bank

Address 2661 Riva Road, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Schedule "A" Attached

RECORD FEE 12.00

RECORD TAX 112.00

POSTAGE CK .50

8557060 C345 R01 T13419

05/08/89

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real  
estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to  
be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)

Robert L. Sauls, II dba Capital Food Service



(Signature of Debtor)

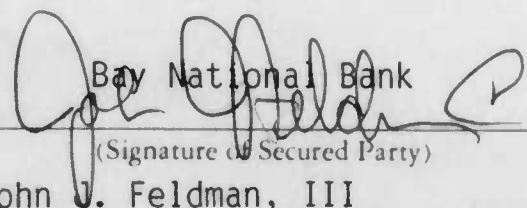
Robert L. Sauls, II

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank

  
(Signature of Secured Party)

John V. Feldman, III

Type or Print Above Signature on Above Line

## SCHEDULE "A"

<u>Description of Equip.</u>	<u>Units</u>	<u>Serial Number</u>
JB Vending-Dixie Nar co 368/216-8	2	3095 2470
Ardac Dollar Bill Validator	2	3097 3705
<del>XXXXXX XXXX XXXX XXXX XXXXXX</del>	X	
APC 6600XL Snack, 32SEL IC W/G&M	1	29885
Rowe Compact B/A 400 CAP.	1	9815
Coinco 9300 L Controller Mech.	1	428800106
APC 6600 Snack Vend. 32-SEL, I/C	1	30428
APC 6600 XL Snack, 32SEL I/C W/G&M	2	30411 30410
Coinco 9300 L Controller Mech. 1	3	428800132 428800131 428800127
Rowe Compact B/A 400 CAP.	2	9872 9837
APC 7600 Snack Vend 40SEL I/C	1	45223
Coinco 9300 L Controller Mech. 1	1	438800181
Mars 400-Count Bill Acceptor	1	05910153246
Dixie-Narco 368 Very Fine	1	1432
Mars 185-Count Bill Acceptor	1	48810052353



1.2032

TO BE FILED WITH  
ANNE ARUNDEL COUNTY  
RECORDATION TAX PAID TO  
ANNE ARUNDEL COUNTY AT TIME  
OF RECORDATION OF DEED OF TRUST

277204

RECORD FEE 14.00  
POSTAGE .50  
#444540 C237 R02 114:33  
05/08/89  
GK H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

FINANCING STATEMENT

1. Name & Address of Debtor: SEVERNA PARK VILLAGE JOINT VENTURE  
821 Benfield Road, No. 7  
Severna Park, Maryland 21146
2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB  
1726 West Street  
Annapolis, Maryland 21401

3. This Financing Statement covers the following types (or items) of property:

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at 716 Monmouth Avenue, Severna Park, Maryland 21146 (Lot 9), and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon 716 Monmouth Avenue, Severna Park, Maryland 21146 (Lot 9), in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:  
SEVERNA PARK VILLAGE JOINT VENTURE

Secured Party:  
SEVERN SAVINGS BANK, FSB

By: [Signature]  
FRANK YOZSA, III, President  
Blue Fox Builders, Inc., Partner

BY: [Signature]

By: [Signature]  
JOSEPH DIRENZO, Partner  
Development Enterprises, Partner

400  
450

TO BE FILED WITH  
ANNE ARUNDEL COUNTY  
RECORDATION TAX PAID TO  
ANNE ARUNDEL COUNTY AT TIME  
OF RECORDATION OF DEED OF TRUST

277205

RECORD FEE 14.00  
POSTAGE .50  
#444560 C237 R02 T14:35  
05/08/89

FINANCING STATEMENT

CK H. ERLE SCHAFER  
CO. CIRCUIT COURT

1. Name & Address of Debtor: SEVERNA PARK VILLAGE JOINT VENTURE  
821 Benfield Road, No. 7  
Severna Park, Maryland 21146
2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB  
1726 West Street  
Annapolis, Maryland 21401

3. This Financing Statement covers the following types (or items) of property:

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at 714 Monmouth Avenue, Severna Park, Maryland 21146 (Lot 10), and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon 714 Monmouth Avenue, Severna Park, Maryland 21146 (Lot 10), in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:  
SEVERNA PARK VILLAGE JOINT VENTURE

Secured Party:  
SEVERN SAVINGS BANK, FSB

By: Frank Yoza, III  
FRANK YOZSA, III, President  
Blue Fox Builders, Inc., Partner

BY: James J. Dudgeon

By: Joseph D. DiRango  
JOSEPH DIRENZO, Partner  
Development Enterprises, Partner

1400  
1430

TO BE FILED WITH  
ANNE ARUNDEL COUNTY  
RECORDATION TAX PAID TO  
ANNE ARUNDEL COUNTY AT TIME  
OF RECORDATION OF DEED OF TRUST

277206

RECORD FEE 14.00  
POSTAGE .50  
#664580 C237 R02 T14:36  
05/08/89

FINANCING STATEMENT

CK H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

1. Name & Address of Debtor: SEVERNA PARK VILLAGE JOINT VENTURE  
821 Benfield Road, No. 7  
Severna Park, Maryland 21146
2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB  
1726 West Street  
Annapolis, Maryland 21401
3. This Financing Statement covers the following types (or items) of property:
  - (a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at 712 Monmouth Avenue, Severna Park, Maryland 21146 (Lot 11), and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon 712 Monmouth Avenue, Severna Park, Maryland 21146 (Lot 11), in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.
  - (b) Proceeds of all collateral are covered.
4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:  
SEVERNA PARK VILLAGE JOINT VENTURE

Secured Party:  
SEVERN SAVINGS BANK, FSB

By: [Signature]  
FRANK YOZSA, III, President  
Blue Fox Builders, Inc., Partner

BY: [Signature]

By: [Signature]  
JOSEPH DIRENZO, Partner  
Development Enterprises, Partner

14-0030



LIBER 541 PAGE 49

TO BE FILED WITH  
ANNE ARUNDEL COUNTY  
RECORDATION TAX PAID TO  
ANNE ARUNDEL COUNTY AT TIME  
OF RECORDATION OF DEED OF TRUST

277207

RECORD FEE 14.00  
POSTAGE .50  
#444600 C237 R02 T14:37  
05/08/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

FINANCING STATEMENT

1. Name & Address of Debtor: SEVERNA PARK VILLAGE JOINT VENTURE  
821 Benfield Road, No. 7  
Severna Park, Maryland 21146
2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB  
1726 West Street  
Annapolis, Maryland 21401
3. This Financing Statement covers the following types (or items) of property:
  - (a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at 710 Monmouth Avenue, Severna Park, Maryland 21146 (Lot 12), and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon 710 Monmouth Avenue, Severna Park, Maryland 21146 (Lot 12), in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.
  - (b) Proceeds of all collateral are covered.
4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:  
SEVERNA PARK VILLAGE JOINT VENTURE

By: Frank Yozsa, III  
FRANK YOZSA, III, President  
Blue Fox Builders, Inc., Partner

By: Joseph D'Renzo  
JOSEPH DIRENZO, Partner  
Development Enterprises, Partner

Secured Party:  
SEVERN SAVINGS BANK, FSB

BY: James L. Ridgely

14<sup>00</sup>  
50



FINANCING STATEMENT

277208

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

D.E. Shives, Inc. t/a Franklin's  
Printing and Office Supplies of Hanover  
1350 Dorsey Road - Suite G  
Hanover, MD 21076

2. NAME AND ADDRESS OF SECURED PARTY:

THE MONEY STORE INVESTMENT CORPORATION  
220 Commerce Drive, Suite 230  
Fort Washington, Pennsylvania 19034

## 3. This Financing Statement covers all:

- ☒ Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc. and proceeds.
- ☒ Inventory, raw materials, etc., including after acquired and proceeds.
- ☒ Accounts, including after acquired and proceeds.
- ☒ Contract rights, including after acquired and proceeds.

☐ Right, title and interest in and to the liquor license issued with respect to the premises located at \_\_\_\_\_, and all renewals thereof.

☐ Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: \_\_\_\_\_

5. This transaction is \_\_\_\_\_, is not ☒ exempt from the recordation tax.  
Principal amount of the Debt is \$ 155,000.00. Recordation tax paid to the Clerk of the Circuit Court for Anne Arundel County.

DEBTOR: D.E. Shives, Inc. t/a Franklin's  
Printing and Office Supplies of  
Hanover

Witness: \_\_\_\_\_

BY: Donald E. Shives  
Donald E. Shives, President &  
Secretary

AFTER RECORDATION RETURN TO:

THE MONEY STORE INVESTMENT CORP.  
P. O. Box 709  
Fort Washington, Pennsylvania 19034

*12*

MN413801.FIS  
1840

LIBER 541 PAGE 51

277209

INDEMNITY FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND AND WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Indemnity Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

- |    |                                       |                                                                                                                                                    |
|----|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | NAMES AND ADDRESS<br>OF INDEMNITOR:   | 125 WEST STREET ASSOCIATES<br>c/o EPS Associates, Inc.<br>136 West Street<br>Annapolis, Maryland 21401                                             |
| 2. | NAME AND ADDRESS<br>OF SECURED PARTY: | MARYLAND NATIONAL BANK<br>Real Estate Industries Group<br>Construction Finance Section<br>10 Light Street, 19th Floor<br>Baltimore, Maryland 21202 |

3. This Indemnity Financing Statement covers all right, title and interest of the Indemnitor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Indemnitor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection

34.00

.50

1345 R01 T15419

05/08/89

78

34

with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in an Indemnity Deed of Trust, Assignment and Security Agreement dated April 27, 1989 (the "Deed of Trust") executed by the Indemnitor for the benefit of Margaret D. Kirmil and Constance M. Creamer, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions,



accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Indemnitor certifies that no Recordation Tax is payable in connection with the recording of this Indemnity Financing Statement.

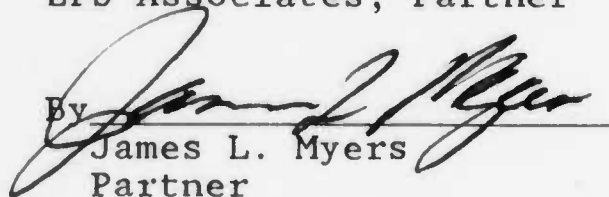
6. The Indemnitor is the record owner of the Land described in Exhibit A.

INDEMNITOR:

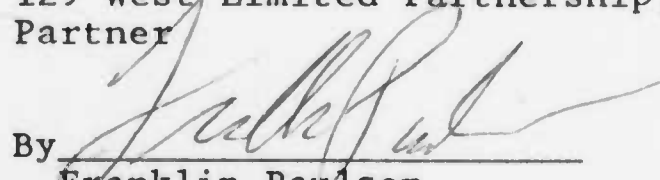
125 WEST STREET ASSOCIATES

By: 125 West Street Holding  
Associates, Partner

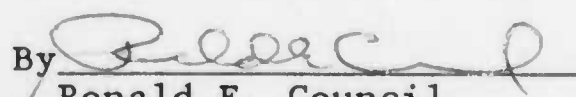
By: EPS Associates, Partner

By:   
James L. Myers  
Partner

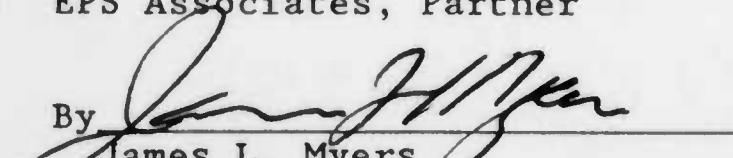
By: 129 West Limited Partnership,  
Partner

By:   
Franklin Paulson  
General Partner

By: Lawest Associates, Partner

By:   
Ronald E. Council  
Partner

By: EPS Associates, Partner

By:   
James L. Myers  
Partner



PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same on the south curbline of West Street at the beginning of the eighth or North  $81^{\circ} 45'$  East 47.44' line of that parcel of land which, by deed dated September 9, 1977, was granted and conveyed by Stephan W. Spell to Dennis B. Berlin and Arlene Berlin and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3000 at Folio 586; and running there with and binding on said curbline, also being the above-mentioned eighth line, with meridian based on Annapolis City Grid North,

1. North  $74^{\circ} 21' 32''$  East 47.44 feet, to the beginning of the ninth line of that parcel of land described in the deed mentioned above, thence leaving the above-mentioned curbline and binding on said ninth line,

2. South  $16^{\circ} 15' 28''$  East 9.92 feet, to the South side of West Street at the beginning of the closing line of that parcel of land described in the deed mentioned above; thence binding on said closing line, the closing or North  $78^{\circ} 30'$  East 25 feet line of Parcel No. 3 of that land which, by deed dated June 28, 1983, was granted and conveyed by Philip F. Snyder and Carole Snyder to Betty N. Govatos and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3610 at Folio 71, and the North line of Parcel No. 1 of that land described in the deed mentioned secondly above, one course in all,

3. North  $74^{\circ} 21' 32''$  East 68.42 feet, to the Northeast corner of Said Parcel No. 1, thence leaving the South side of West Street and binding on the East line of Parcel No. 1,

4. South  $14^{\circ} 55' 30''$  East 106.25 feet, to the Southeast corner of the above-mentioned Parcel No. 1, thence binding on the South line of said Parcel No. 1 and part of the Second line of the above-mentioned Parcel No. 3, one course in all,

5. South  $74^{\circ} 56' 00''$  West 29.08 feet, to the beginning of the Third or Southerly 124 feet line of Parcel No. 2 of that land described in the deed mentioned secondly above, thence binding on said Third line and passing over iron pipes set at 23.14 feet and 78.63 feet,

6. South  $03^{\circ} 06' 47''$  East 128.63 feet, to an iron pipe found at the beginning of the Closing line of Parcel No. 2, as aforesaid, on the North side of Morris Street, thence binding on Said Closing line, also being the North side of Morris Street.

PROPERTY DESCRIPTION

7. South 78° 16' 27" West 27.55 feet, to an iron pipe set at the beginning of the First line of the above-mentioned Parcel No. 2, thence binding on Said First line,

8. North 13° 53' 23" West 123.73 feet, to an iron pipe set on and distant South 73° 57' 35" West 31.41 feet from the beginning of the Second line of that parcel of land described in the deed firstly mentioned above, thence binding on part of said Second line,

9. South 73° 57' 35" West 17.86 feet, to an iron pipe found at the beginning of the third line of said parcel of land, thence binding on the third, fourth, and fifth lines of said parcel of land, one course in all,

10. North 15° 46' 58" West 106.09 feet, thence binding on the sixth and seventh lines the following two (2) courses and distances, viz:

11. South 74° 21' 32" West 15.81 feet, and

12. North 15° 44' 28" West 9.92 feet, to the point of beginning, containing 0.366 acres of land, more or less, as surveyed by McCrone, Inc. in August 1988.

BEING (1) All of that parcel of land which, by deed dated September 9, 1977, was granted and conveyed by Stephan W. Spell to Dennis B. Berlin and Arlene Berlin and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3000 at Folio 586. (2) All of Parcel Nos. 1, 2, and 3 of that land which, by deed dated June 28, 1983, was granted and conveyed by Philip F. Snyder and Carole Snyder to Betty N. Govatos and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3610 at Folio 71.

LIBER 541 PAGE 56

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

 Roll No. 522  
 ID No. 2714062
Page No. 370

1. Debtor(s) Frank J. Scott, Sr.  
 Name or Names - Print or Type  
305 E. Furnace Branch Road, Glen Burnie, MD 21061  
 Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation  
Mercantile-Safe Deposit and Trust Company  
 Name or Names - Print or Type  
200 East Redwood Street, Baltimore, Maryland 21201  
 Address-Street No. City, State Zip

3. Maturity Date (if any) \_\_\_\_\_

## 4. Check Applicable Statement:

A. Continuation.....☐  
 The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release.....☒  
 From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:  
 \*See below.

C. Assignment.....☐  
 The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other.....☐  
 (Indicate whether amendment, termination, etc.)

RECORD FEE 10.00  
 POSTAGE .50  
 444480 C237 R02 T14:30  
 05/08/89  
 H. IDLE SCHAFER  
 AA CO. CIRCUIT COURT  
 GK

BEING KNOWN AND DESIGNATED as Lot(s) Numbered twenty-one (21), as shown on the plats entitled "Amended Plats of Westwood Manor" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 109, pages 30 and 31.

Dated: March 16, 1989 MERCANTILE MORTGAGE CORPORATION

Paul W. Paul

MERCANTILE-SAFE DEPOSIT AND TRUST

Paul A. Stuart  
 Paul A. Stuart, Vice President

Please return to: Northco Title Corporation  
 P.O. Box 1330  
 Glen Burnie, MD 21061  
 (88-942)

10<sup>00</sup>  
 32



UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 520  
ID No. 270735Page No. 267

1. Debtor(s) William J. Wroten  
Jean L. Wroten  
Name or Names - Print or Type
- P.O. Box 1304, Glen Burnie Maryland 21061  
Address-Street No. City, State Zip
2. Secured Party Mercantile Mortgage Corporation  
Mercantile-Safe Deposit and Trust Company  
Name or Names - Print or Type
- 200 East Redwood Street, Baltimore, Maryland 21201  
Address-Street No. City, State Zip
3. Maturity Date (if any) June 25, 1989
4. Check Applicable Statement:

A. Continuation.....☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release.....☒  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:  
\*See below.

C. Assignment.....☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other.....☐  
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00  
POSTAGE .50  
#444490 0237 R02 114:30  
05/08/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot Nos. 15, as shown on the Plats of "Merriweather", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, pages 10 and 11, SAVING AND EXCEPTING therefrom Lot No. 64, as shown on said Plats.

Dated: 4-13-89

MERCANTILE MORTGAGE CORPORATION

Paul W. ParkerMERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANYPaul A. Stuart, V.P.

Please return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
(88-938)

10<sup>00</sup> 32



UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523  
ID No. \_\_\_\_\_Page No. 506

Eagle Development Corporation

Name or Names - Print or Type

1. Debtor(s)

P.O. Box 1304, Glen Burnie Maryland 21061  
Address-Street No. City, State Zip2. Secured  
Party

Provident Bank of Maryland

Name or Names - Print or Type

114 E. Lexington Street, Baltimore, Maryland 21202  
Address-Street No. City, State Zip

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

A. Continuation..... ☐

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release..... ☒From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:  
\*See below.C. Assignment..... ☐

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other..... ☐  
(Indicate whether amendment, termination, etc.)RECORD FEE 10.00  
POSTAGE .50  
#444500 C237 R02 T14:30  
05/08/99H. ERLE SCHAFER  
GK AA CO. CIRCUIT COURTBEING KNOWN AND DESIGNATED as Lot Nos. Ninety-one (91) as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.Dated: April 18, 1989

PROVIDENT BANK OF MARYLAND

Alex J. KruppPlease return to: Northco Title Corp.  
P.O. Box 1330  
Glen Burnie, MD 21061  
(052-89)10<sup>00</sup>50

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522  
ID No. 2714062Page No. 370

1. Debtor(s) Frank J. Scott, Sr.  
Name or Names - Print or Type  
305 E. Furnace Branch Road, Glen Burnie, MD 21061  
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation  
Mercantile-Safe Deposit and Trust Company  
Name or Names - Print or Type  
200 East Redwood Street, Baltimore, Maryland 21201  
Address-Street No. City, State Zip

3. Maturity Date (if any) \_\_\_\_\_

## 4. Check Applicable Statement:

A. Continuation.....☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release.....☒/XX/  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:  
\*See below.

C. Assignment.....☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other.....☐  
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00  
POSTAGE .50  
#004510 C237 R02 T14:31  
05/08/89  
H. ERLE SCHAEFER  
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot(s) Numbered 25,  
as shown on the plats entitled "Amended Plats of Westwood Manor" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 109, pages 30 and 31.

Dated: April 26, 1989 Paul W. Parker  
MERCANTILE MORTGAGE CORPORATION

MERCANTILE-SAFE DEPOSIT AND TRUST

Paul A. Stuart, V.P.

Please return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, MD 21061  
(89-008)

1030

FINANCING STATEMENT

Not subject to  
recordation tax.

277210

Subject to  
recordation tax  
on principal  
amount of  
\$ 1281.00

Paid to the Clerk of Circuit Court  
of Anne Arundel County

1. Name of Debtor:

CHARLES F. YETTER and  
MARGARET M. YETTER

Address:

2603 Bell Crest Lane  
Silver Spring, Maryland 20906

2. Name of Secured Party:

FAIRFAX SAVINGS, A FEDERAL  
SAVINGS BANK

Address:

One Rutherford Plaza  
7133 Rutherford Road  
Baltimore, Maryland 21207  
Attn: David M. Blum  
Vice President & Counsel

BL  
CLERK

12.00

.50

3. This Financing Statement covers the following types (or items) of property.

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the mortgaged premises hereinafter referred to or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor whether now located or hereafter located installed on the premises described in a certain Deed of Trust dated as of April 20, 1989 from Debtor to David M. Blum and Michael J. Potts, Trustees, all property being located in Anne Arundel County, Maryland said property being more particularly described in said Deed of Trust, which is recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland immediately prior hereto.

(b) All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All contract rights in respect of any and all leases executed by Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(d) All accounts receivable in respect of any and all contracts of sale executed by the Debtor, as Seller, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

12.5



(e) All contract rights in respect of any and all contracts of sale executed by the Debtor, as Seller, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(f) All contract rights, general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including but not limited to all rights to insurance and condemnation proceeds.

(g) All accounts of the Debtor, including but not limited to accounts receivable and deposits on contracts of sale executed by the Debtor, as Seller, of any part or parcel of the described land and the improvements thereon located, whether said accounts are in existence or hereafter created and the proceeds thereof.

4. Proceeds of the collateral are also covered.

Debtor:

 (SEAL)  
Charles F. Yetter

 (SEAL)  
Margaret M. Yetter

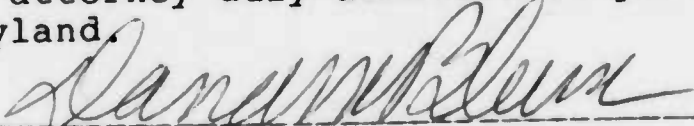
DATED: as of April 24, 1989

PLEASE RECORD WITH: State Department of Assessments and Taxation  
Anne Arundel County (Land Records)  
✓ Anne Arundel County (Financing Statement Records)  
Montgomery County (Financing Statement Records)

AFTER RECORDING, PLEASE RETURN TO:

Maryland Title Company  
One Rutherford Plaza  
7133 Rutherford Road  
Baltimore, Maryland 21207  
Attn: Linda Levinson

This is to certify that this instrument was prepared under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

  
David M. Blum



LIBER 541 PAGE 62

277211

## FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Oldfield Point Enterprises, Inc. T/A Sir Speedy Printing Center 7502 Connelly Drive, Suite 119 Hanover, Maryland 21076	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>Renée Vick - T0609</u>
Return to Secured Party	

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☒ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of a Sir Speedy printing franchise (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

☒ B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

☒ C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

☒ E. Other. All furniture and fixtures now owned or hereafter acquired, and all present and future substitutions thereof and additions thereto, and all products and proceeds thereof in any form whatsoever.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~(is)~~ (is not) exempt from the recordation tax. (Md.)

Principal amount of debt initially incurred is: \$ 117,000.00

Recordation taxes: ~~\$749.00~~

\$745.00

106,500.00

## DEBTOR:

OLDFIELD POINT ENTERPRISES, INC.

T/A SIR SPEEDY PRINTING CENTER

(Type Name)

By:

Teresa A. Fath

Teresa A. Fath, President

By:

## SECURED PARTY:

SIGNET BANK/MARYLAND

By:

James A. Shimer

(Type Name)

April 14

(Date Signed by Debtor)

19 89

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

RECORD FEE 11.00  
RECORD TAX 745.50  
POSTAGE .50  
#352930 C777 R03 T11:12  
05/09/89



H. ERLE SCHAFER  
CO. CIRCUIT COURT

RECEIVED

APR 19 1989

RECORDATION TAX AFFIDAVIT

LIBER 541 PAGE 63

TO WHOM IT MAY CONCERN:

Signet Bank/Maryland, a Maryland banking corporation, (the "Lender") has agreed to lend the sum of One Hundred Seventeen Thousand Dollars (\$117,000.00) as an SBA 75% Guaranteed term loan (the "Loan") to Oldfield Point Enterprises, Inc. T/A Sir Speedy Printing Center, a Maryland close corporation, (the "Debtor"). In consideration thereof, the Debtor has granted a security interest to the Lender in certain collateral listed on Schedule A attached hereto having a total value of approximately Seventy-one Thousand Six Hundred Dollars (\$71,600.00) (the "Collateral").

The Debtor hereby represents and warrants that approximately Six Thousand One Hundred Dollars (\$6,100.00) of the total value of the Collateral consists of business inventory, accounts, contract rights, goodwill and other general intangibles as defined in Section 12-108(k)(1) and (2) of the Tax-Property Article of the Annotated Code of Maryland (the "Code"), and that approximately Sixty-five Thousand Five Hundred Dollars (\$65,500.00) of the total value of the Collateral constitutes equipment and other tangible assets as defined in the Code.

IN WITNESS WHEREOF, the undersigned Teresa A. Fath, President of Debtor, has executed this Affidavit on behalf of the Debtor this 14th day of April, 1989.

ATTEST:

OLDFIELD POINT ENTERPRISES, INC.  
T/A SIR SPEEDY PRINTING CENTER

Gerald W. Fath, Sr.

Gerald W. Fath, Sr., Secretary

By: Teresa A. Fath

Teresa A. Fath, President

STATE OF MARYLAND  
CITY/COUNTY OF Baltimore

to wit:

I HEREBY CERTIFY that on this 14 day of April, 1989, before me, a Notary Public in and for the State and City/ County afore-said, personally came Teresa A. Fath, known to me or satisfactorily proven to be the person whose name is subscribed to the within Affidavit and acknowledged that she executed the same as President of Oldfield Point Enterprises, Inc., T/A Sir Speedy Printing Center, and acknowledged the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my seal.

Kurtin A. Schuid  
Notary Public

My Commission expires: 07/01/90

41314.381:02  
65cad258.txt

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Annapolis Terrace Motel,  
a Partnership  
US Rts 50 & 301, RFD 10, Box 59  
Annapolis, MD 21401

2. Secured Party(ies) and address(es) 2757

UNIVERSAL COMMUNICATION  
SYSTEMS, INC.  
1401 Municipal Road, N.W.  
Roanoke, Virginia 24012For Filing Officer (Date, Time and Filing  
Office)RECORD FEE 10.00  
POSTAGE .50  
532960 C177 W03 711:15  
05/09/89  
H. ERLE SCHAFER4. This statement refers to original Financing Statement bearing File No. 70194 442-304  
Filed with AA Co Date Filed 9/29/81 19

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
7. ☒ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Secured party name and address changed to:  
BellSouth Communication Systems, Inc.  
1936 Blue Hills Drive, N.E.  
Roanoke, VA 24012

No. of additional Sheets presented:

BellSouth Communication Systems, Inc.  
f/k/a Universal Communication Systems, Inc.  
By: Guy M. Hicks, III, SecretaryBy: Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
(1) Filing Officer Copy - Alphabetical

By: Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3



This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) David Green Broadcast Consultants Corporation Candlewood Road Harmans, MD 21077	2. Secured Party(ies) and address(es) 3683 UNIVERSAL COMMUNICATION SYSTEMS, INC. 1401 Municipal Road, N.W. Roanoke, Virginia 24012	For Filing Officer (Date, Time and Filing Office)  RECORD FEE 10.00 #351677 R03 711:15 05/09/89 H. ENKE SCHAFER FBI - CIRCUIT COURT
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4. This statement refers to original Financing Statement bearing File No. bk473fo410

Filed with A.A. Co. Date Filed 4/2/84 19

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
7. ☒ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

Secured party name and address changed to: BellSouth Communication Systems, Inc.  
P.O. Box 5455, 1936 Blue Hills Dr., NE  
Roanoke, VA 24012

BellSouth Communication Systems, Inc.

f/k/a: UNIVERSAL COMMUNICATION SYSTEMS, INC.  
Guy M. Hicks, III, Secretary

By: Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

(1) Filing Officer Copy - Alphabetical

By: Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3



LIBER 541 PAGE 66

This <b>STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) RED ROOF INNS, INC. dba: Red Roof Inn 7306 Parkway Drive Hanover, MD 21076	2. Secured Party(ies) and address(es) 3583 UNIVERSAL COMMUNICATION SYSTEMS, INC. 1401 Municipal Road, N.W. Roanoke, Virginia 24012	For Filing Officer (Date, Time and Filing Office)  RECORD FEE 10.00 #352980 0777 R03 111:16 05/09/89  CK H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. 253604 Filed with Anne Arundel Co. Date Filed 8/23/84 19__		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. Secured party name and address changed to: BellSouth Communication Systems, Inc. P.O. Box 5455, 1936 Blue Hills Dr., NE Roanoke, VA 24012		
By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). (1) Filing Officer Copy - Alphabetical		No. of additional Sheets presented: BellSouth Communication Systems, Inc. f/k/a Universal Communication Systems, Inc. By: Guy M. Hicks, III, Secretary By: _____ Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		Additional Sheets Presented	3. Maturity Date (optional)
1. Debtor(s) (Last Name First) and Address(es)	2. Secured Party(ies) Name(s) and Address(es)		4. For Filing Officer: Date, Time, No. Filing Office
MDB Trucking, Inc. P.O. Box 3026 Crofton, Maryland 21114	Washington Freightliner, Inc. 4100 41st Street Brentwood, Maryland 20722		06892 C345 R01 T1153 <b>498-39</b>
5. This statement refers to original Financing Statement No. <u>06892 C345</u> filed (date) <u>May 9, 1986</u>		Anne Arundel Co. <b>RECORD FEE 12.00</b>	
6. <input type="checkbox"/> A. Continuation	The original Financing Statement bearing the above file number is still effective.		
<input checked="" type="checkbox"/> B. Termination	The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.		
<input type="checkbox"/> C. Release	From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:		
<input type="checkbox"/> D. Assignment	The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:		
<input type="checkbox"/> E. Amendment	The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor is required if Collateral is added.)		
Section		Black	<b>POSTAGE .50</b>
			<b>HA CO. CIRCUIT COURT</b>
			<b>H. ERLE SCHAFER</b>
			<b>05/09/89</b>
Filing Fee all items ¶ 6 - \$5.00			
By _____		Associates Commercial Corp.	
Signature(s) of Debtor(s) (only on amendment)		Credit Mgr.	
(1) FILING OFFICER COPY - NUMERICAL		1050	
STANDARD FORM - FORM UCC-3			

LIBER 541 PAGE 68

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time and Filing Office)
K.S. TRADING CORPORATION 5195 Raynor Avenue Linthicum, Md. 21090	CHEMICAL BANK 110 East 59th Street New York, New York 10022	RECORD FEE 10.00 POSTAGE .50 #353010 CT77 R03 T11:18 05/09/89 GK H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. 51361 507-545		
Filed with Md. Linthicum City Date Filed Feb. 9 1987		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.		
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10.		
ASSIGNEE: CITIZENS AND SOUTHERN COMMERCIAL CORPORATION P.O. Box 4095 Atlanta, GA 30302	PROPERTY: All property described in the above referenced financing statement and all Secured Party's rights thereunder.	
No. of additional Sheets presented:		
By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).	By: _____ CHEMICAL BANK Thomas J. Hammer, V.P. Signature(s) of Secured Party(ies)	
STANDARD FORM - FORM UCC-3		
(1) Filing Officer Copy - Alphabetical		

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) BAN GUARD SPORTSWEAR CO. A TRADESTYLE OF K.S. TRADING CORP. 5159 Raynor Avenue Linthicum, Md. 21090	2. Secured Party(ies) and address(es) CHEMICAL BANK 110 East 59th Street New York, New York 10022	3. Maturity date (if any): For Filing Officer (Date, Time and Filing)
----------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------

4. This statement refers to original Financing Statement bearing File No. 51359 507-543  
Filed with Md., Linthicum City Date Filed Feb. 9 1987

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
7. ☒ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.  
10.

ASSIGNEE: CITIZENS AND SOUTHERN  
COMMERCIAL CORPORATION  
P.O. Box 4095  
Atlanta, GA 30302

PROPERTY: All property described in the  
above referenced financing  
statement and all Secured  
Party's rights thereunder.

No. of additional Sheets presented: \_\_\_\_\_

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Thomas C. Himmerly, VP  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

RECORDED FEE 10.00  
POSTAGE .50  
#353020 CT77 R03 T11:18  
05/09/89  
H. ERLE SCHAFER  
CLERK OF DISTRICT COURT  
GK



This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
BAN GUARD SPORTSWEAR CO.  
5195 Raynor Avenue  
Linthicum, Md. 21090

2. Secured Party(ies) and address(es)  
CHEMICAL BANK  
110 East 59th Street  
New York, New York 10022

3. Maturity date (if any):  
For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 51360 507-544  
Filed with Md. Linthicum City Date Filed Feb. 9, 1987

RECORD FEE 10.00  
POSTAGE .50  
#353030 CT77 803 T11:18  
05/09/89  
GK  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
7. ☒ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.  
10.

ASSIGNEE: CITIZENS AND SOUTHERN COMMERCIAL CORPORATION  
P.O. Box 4095  
Atlanta, GA 30302

Property: All property described in the above referenced financing statement and all Secured Party's rights thereunder.

No. of additional Sheets presented:

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Thomas C. Himmelright, VP  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

☐ (check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 231288 recorded in Liber 422, Folio 403 on 2/22/88 at Clerk of the Court for Anne Arundel County.

1. DEBTOR(S): Belair International, Inc.

ADDRESS(ES): 1320 Defense Highway

Gambrills, Maryland 21054

Person and Address to whom Statement is to be returned (if different from above):

Lynn Amos, Maryland National Bank, P.O. Box 871, Annapolis, MD 21404

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3 ☐ CONTINUATION. The original Financing Statement referred to above is still effective.

4 ☒ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5 ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6 ☐ AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:

a. ☐ Not subject to Recordation Tax.

b. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

7 ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. \_\_\_\_\_

DEBTOR(S): Belair International, Inc.  
(Signature necessary only if Item 6 is applicable)

BY: Jude Masters Pres (SEAL)

BY: Jude Masters, President (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

Secured Party: Signet Bank of Maryland  
(formerly known as Union Trust Company of Maryland)

BY: [Signature] (SEAL) 4/24/89

Owen A. McGlynn- Vice President  
(Type Name and Title)

207-126 REV 4/85

10-  
SD

Mail To:  
Maryland National Bank  
Credit Collateral Unit  
P.O. Box 871  
Annapolis, Maryland 21404

541 72

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

☐ (check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 243936 recorded in Liber 453, Folio 242 on 8/25/82 at Clerk of the Court for Anne Arundel County.

1. DEBTOR(S): Belair International, Inc.

ADDRESS(ES): 1320 Defense Highway

Gambrills, Maryland 21054

RECORD FEE 10.00  
POSTAGE .50  
\$587.00 245 R01 713:50  
GK 05/09/89

Person and Address to whom Statement is to be returned (if different from above):

Lynn Amos, Maryland National Bank, P.O. Box 871, Annapolis, MD 21404

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☒ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. ☐ AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
- a. ☐ Not subject to Recordation Tax.
- b. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.
7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

DEBTOR(S): Belair International, Inc.  
(Signature necessary only if Item 6 is applicable)

BY: Jude Masters Pres. (SEAL)  
Jude Masters, President

BY: \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

Secured Party: Signet Bank of Maryland  
(formerly known as Union Trust Company of Maryland)  
BY: Owen A. McGlynn (SEAL) 4/24/89

Owen A. McGlynn-- Vice President  
(Type Name and Title)

207-126 REV 4-86

10-  
8

Mail To:  
Maryland National Bank  
Credit Collateral Unit  
P.O. Box 871  
Annapolis, Maryland 21404

## FINANCING STATEMENT

LIBER 541 PAGE 73

15/289

- ☐ Not subject to recordation tax  
☒ Subject to recordation tax on principal amount of \$10,000.00.

1. Name of Debtor(s): Beck Builders, Inc.  
Address: 515 Lisa Court  
Odenton, Maryland 21113

277212

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: ~~XXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXX~~  
25 W. Chesapeake Avenue  
Towson, Maryland 21204

3. This Financing Statement covers the following types (or items) of property:

Equipment. All of the Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Bank, and all proceeds thereof in any form whatsoever.

4. Check the statements which apply, if any, and supply the information indicated:

- ☐ (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00  
RECORD TAX 70.00  
POSTAGE .50  
#446050 C237 R02 T14:57  
05/09/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

☒ Proceeds of the collateral are also covered.

☐ Products of the collateral are also covered.



Debtor(s): BECK BUILDERS, INC.

*Wayne A. Beck Sr.*  
Wayne A. Beck, Sr., President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *[Signature]*  
John F. Winkler, Jr., Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)



Anne Arundel County

## STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.

This statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR and address (Last Name First) Tidewater Management Group, Inc. 2662 Riva Road, Suite 170 Annapolis, Maryland 21401	2. SECURED PARTY and Address Maryland National Bank P.O. Box 987 Baltimore, Maryland 21203
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	4. RETURN TO: <del>SECURED PARTY</del> First American Bank of Maryland 111 S Calvert Street, Suite 2610 Baltimore, MD 21202

## 5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

Number: Book 528 page 386 Date: June 21, 19 88Record Reference: ID#273441

6. A. CONTINUATION ..... <input type="checkbox"/> The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective.	6. B. RELEASE ..... <input type="checkbox"/> From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below.
6. C. ASSIGNMENT ..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the Financing Statement referred to above in the property listed below.	6. D. OTHER ..... <input checked="" type="checkbox"/> <b>PXX</b> TERMINATION RECORDED 10.00 POSTAGE .50 #353760 CT77 R03 T13-52 05/09/89

INFORMATION:

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

## SECURED PARTY:

Maryland National Bank

Dated May 2, 1989

, 19

By: Christopher A. Pope

Christopher A. Pope, Vice President (Title)

1562

277213

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 6-66-278#463

1. Debtor(s) (Last Name First) and address(es) 1691 Limited Partnership T/A Crofton Country Club P.O. Box 3032 Crofton, Md. 21114 And William Berkshire (Ind.)	2. Secured Party(ies) and address(es) Dominion Bank of Maryland P.O. Box 300 Millersville, Maryland 21108	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 12.00 POSTAGE .50 #353790 DT17 R03 113:55 05/09/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

4. This financing statement covers the following types (or items) of property:

- (1) Greensmower 3000 GM300  
Serial #90799
- (1) Groundsmaster 220 52"  
Serial #90243
- (1) Olathe Seeder Serial #831568
- (1) Vicon Spreader PS403  
Serial #7540401270

\*\*No Recordation Tax--Conditional Sale\*\*

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: 1691 Limited Partnership

BY: [Signature] TITLE [Signature] Dominion Bank of Maryland, N.A.

William Berkshire (Ind.)

By: [Signature] Signature(s) of Debtor(s)

By: [Signature] Jerry Duffy Vice President

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

277214

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and Address(es) James R. Dillard and Ethel I. Dillard 514-A Defense Highway Annapolis, Maryland 21401	2 Secured Party(ies) and Address(es) Nalley Motor Trucks 2560 Moreland Avenue Atlanta, Georgia 30315	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 12.00 POSTAGE .50 #353800 CTTT #03 713:56 05/09/89 BL CLERK H. EARLE SCHAFER AA CO. CIRCUIT COURT
4 This financing statement covers the following types (or items) of property:  One 1988 Chevrolet C70 #1GBM7D1B7JV117989 equipped with one 1989 Whe-Cat II 2300 gallon tank #1989-4456		5 Assignee(s) of Secured Party and Address(es)  GMAC 160 Clairmont Ave. #450 Decatur, Georgia 30031
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional sheets presented:		
Filed with: Ethel I. Dillard <i>Ethel I. Dillard</i> James R. Dillard By: <i>James R. Dillard</i> Signature(s) of Debtor(s) Filing Officer Copy-Alphabetical		
By: <i>[Signature]</i> Signature(s) of Secured Party(ies) GMAC		

1250

603469 Rev. 12-80

277215

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) BAGGERLY BRIAN A. PERRIGOY DEANNA L. CRESTWOOD MHP, RT. 4 SEVERN MD 21144		2 Secured Party(ies) Name(s) and Address(es) EASTERN HOMES, INC. 8291 WASHINGTON BLVD. JESSUP, MD 20794		3 <input type="checkbox"/> The Debtor is a transmitting utility. 4 For Filing Officer, Date, Time, No. Filing Office RECORD FEE 12.00 #353810 C777 R03 T13456 05/09/89 H. EARLE SCHAFER	
5 This Financing Statement covers the following types (or items) of property 1989 OCILLA WESTGATE 14 X 70 SERIAL # 8099 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT <input checked="" type="checkbox"/> Products of the Collateral are also covered. This financing statement does <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)				6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194	
8 Describe Real Estate Here not apply to nonpurchase money household goods as defined at 16 CFR 444.1(i) or the state law equivalent statute. <input checked="" type="checkbox"/> This statement is to be indexed in <input type="checkbox"/> Name of record owner				9 Name of record owner	
No. & Street		Town or City		County	
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input checked="" type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)					
By <u>Baggerly Brian A.</u> Signature(s) of Debtor(s)		By <u>Perrigoy Deanna L.</u> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)			

(1) FILING OFFICER COPY—NUMERICAL  
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

(3/83)



/gjd 04/20/89

LIBER 541 PAGE 78 A:SFC.GJD08.E01

277216

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

THE BRITISH BREWING COMPANY, INC.  
6759 Baymeadow Drive  
Glen Burnie, Maryland 21061

2. NAME AND ADDRESS OF SECURED PARTY:

EQUITABLE BANK, NATIONAL ASSOCIATION  
6711 Ritchie Highway  
Glen Burnie, Maryland 21061  
Attn: Phillip J. Moscoe  
Branch Manager

RECORD FEE 11.00  
POSTAGE .50  
#333820 CTTT R03 713:57  
05/09/89  
H. ERLE SCHAFER  
CLERK

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. All inventory, raw materials, work in progress and supplies now owned and hereafter acquired, and all products and proceeds thereof (both cash and non-cash).

B. All equipment and machinery, excluding licensed business automotive, but including power-driven machinery and equipment, fixtures and furniture, now owned and hereafter acquired, together with all replacements thereof, all attachments, accessories, parts and tools belonging thereto or for use in connection therewith and all products and proceeds thereof (both cash and non-cash). All or a portion of the property described above is affixed or to be affixed to the real property known as 6759 Baymeadow Drive, Glen Burnie, Maryland 21061, the record owner of which real property is Dickinson Associates, and which real property is referenced in a Lease Agreement dated February 1, 1988, by and between the Debtor, as lessee, and Dickinson Associates, as lessor.

C. All accounts receivable now outstanding and hereafter arising and all products and proceeds thereof (cash and non-cash).

D. All contract rights now in force and hereafter acquired and all products and proceeds thereof (cash and non-cash).

E. All of the Debtors' (individually and jointly) rights, title and interest in and to any and all leases, ground leases, and subleases of the real property known and designated

1750

/gjd 04/20/89

A: SFC.GJD08.E01  
LIBER 541 PAGE 79

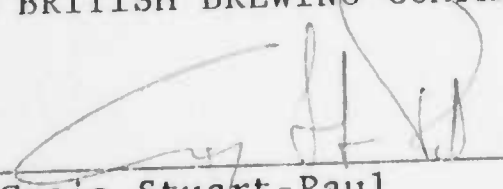
as 6759 Baymeadow Drive, Glen Burnie, Maryland 21061, or any portion thereof, together with any and all extensions, renewals and restatements thereof, amendments and modifications thereto and substitutions therefor.

4. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

5. The Debtor certifies that the underlying transaction is not subject to recordation tax since no funds have been advanced to the Debtor.

Debtor:

THE BRITISH BREWING COMPANY, INC.

By:  (SEAL)  
Craig Stuart-Paul  
President

To be recorded among: — Financing Statement Records of the  
Maryland State Department of  
Assessments and Taxation  
☒ Financing Statement Records of Anne  
Arundel County, Maryland  
— Land Records of Anne Arundel County,  
Maryland

Return recorded document to: Shaun F. Carrick, Esquire  
Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202

1. No. of additional sheets	Liber	Page	For Filing Officer (Date, Time, Number, and Filing Office)
2. Debtor(s) (Last Name First) and address(es) Odenton Shell 1144 Annapolis Road Odenton, Md 21113  Ann Arundel County	3. Secured Party(ies) and address(es) Allen Group Leasing Corporation 37519 Schoolcraft Road Livonia, MI 48150		RECORD FEE 10.00 POSTAGE .50 #353840 C777 R03 713:58 05/09/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT CK
This statement refers to the original Financing Statement bearing the following file numbers.			
Sec. of State-File No. 273850 C777 R03 Reg. of Deeds-File No. 1/18/89 536-514			
<p>4. <input type="checkbox"/> Continuation. The original financing statement bearing file number shown above, is still effective.</p> <p>5. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.</p> <p>6. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.</p> <p>7. <input type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in Item 10.</p> <p>8. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.</p> <p>9. <input type="checkbox"/> Other. Specify in Item 10.</p> <p>10. Allen Engine Analyzer 62-840</p>			
Odenton Shell		2/24/89	The Allen Group Leasing Corp.
Carol Siep-AS ATTORNEY IN FACT		Carol Siep-Vice President/Controller	
by: <u>Carol Siep</u> Signature(s) of Debtor(s)		by: <u>Carol Siep</u> Signature(s) of Secured Party(ies)	

SECRETARY OF STATE COPY 152



277217

LIBER 541 PAGE 81

## FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at \_\_\_\_\_
2. ☐ To Be Recorded among the Financing Statement Records at \_\_\_\_\_
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s)  
M & M Amusement, Inc

Address(es)  
325 Roesler Rd, Glen Burnie, Md 21061

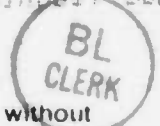
RECORD FEE 11.00  
POSTAGE .50  
#353550 0777 R03 113:59  
05/09/89

6. Secured Party  
Willow Enterprises, Inc

Address 325 Roesler Rd, Glen Burnie, Md 21061

Attention: \_\_\_\_\_

AA CO. CIRCUIT COURT



7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference:

M & M Amusement, Inc (Seal)

Secured Party

Larry Wilner - Pres (Seal)

Willow Enterprises, Inc (Seal)

Larry Wilner (Seal)

Type name and title  
Louis Wilner - Sec Treas

Assignee- Firestone Financial Corp  
38 Glen Ave, Newton Center, Mass  
02159



SCHEDULE A

LIBER 541 PAGE 82

This Schedule A is attached to and made a part of a  
installment contract dated May 4, 1989 between M & M Amusement, Inc ( Buyer )  
and Willow Enterprises, Inc ( Seller )

4 Rowe C.D. Boxes 100C.D. 50674-2904-50682-310-50689-315-50692-326  
2 Williams Narc 43105-43118  
2 Leland Super Off Road 27310-27398

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 277218

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 5/3/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Homestead Gardens Co., Inc.

Address Central Ave. Davidsonville, Maryland 21035

## 2. SECURED PARTY

Name Baldwin Service Center, Inc.

Address 41 Defense Highway

Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 - New Kubota 4 WD Tractor MN# B6200 HSD SN# 51493

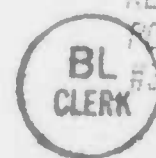
Name and address of Assignee

KUBOTA CREDIT CORPORATION

P.O. Box 105598

Atlanta, GA 30348-5598

Kubota Contract # 13400 - 817512

RECORD FEE 11.00  
POSTAGE .50  
#553860 DT77 R03 714:00  
05/09/89H. ERLE SCHAFER  
AA CO. CIRCUIT COURTCHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)X Don E. Riddell Sr.  
(Signature of Debtor)Homestead Gardens Co., Inc.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Secty/Treas.

(Signature of Secured Party)

Baldwin Service Center, Inc.

Type or Print Above Signature on Above Line

11/8

STATE OF MARYLAND

LIBER 541 PAGE 84

FINANCING STATEMENT FORM UCC-1

Identifying File No. 277219

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 5/5/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Crofton Tool & Equipment Rental Co., Inc.  
Address 1047 Route 3 North Suite #6 Gembrills, Maryland 21054

2. SECURED PARTY

Name Baldwin Service Center, Inc.  
Address 41 Defense Highway  
Annapolis, Maryland 21401  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 - New Kubota Tractor MN# L2850 SN# 55703  
1 - New Kubota Loader BF500 13621

Name and address of Assignee  
KUBOTA CREDIT CORPORATION  
P.O. Box 105598  
Atlanta, GA 30348-5598

RECORD FEE 11.00  
POSTAGE .50  
#353870 CTTT R03 714:01  
05/09/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Kubota Contract # 13400 - 817481

CHECK ☒ THE LINES WHICH APPLY

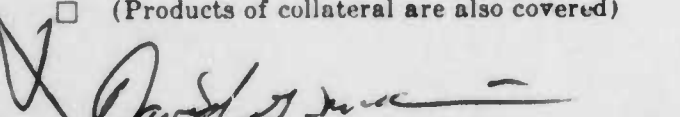
5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

BL  
CLERK

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

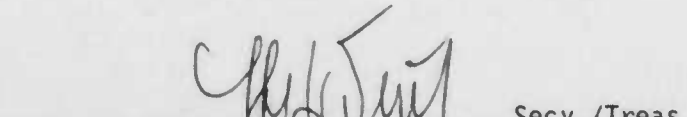
☐ (Products of collateral are also covered)

  
(Signature of Debtor)

Crofton Tool & Equipment Rental Co., Inc.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

  
(Signature of Secured Party)

Baldwin Service Center, Inc.  
Type or Print Above Signature on Above Line

1/5

## FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. **277320**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name VOYAGERS ENTERPRISE INC. ~~XXXXXX AMUSEMENT~~Address 65 SUMMERHILL ROAD, CROWNSVILLE, MD. 21980

## 2. SECURED PARTY

Name STATE SALES & SERVICE CORPORATIONAddress 3431-A BENSON AVENUE, BALTIMORE, MARYLAND 21227Return To: FCA, P.O. Box 508, Balto., Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

SEE SCHEDULE A ASSIGNEE OF SECURED PARTY:  
 The Finance Company of America  
 Ltd Partnership  
 1600 Munsey Building  
 Baltimore, Maryland 21202

RECORD FEE 11.00  
 POSTAGE .50  
 #353880 C777 R03 T14:04  
 05/09/89  
 H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

VOYAGERS ENTERPRISE INC. T/A KING AMUSEMENT

(Corporate or Trade Name)

*Dennis King*  
 (Signature of Debtor)  
 DENNIS KING, PRESIDENT

Type or Print Signature

(Signature of Debtor)

Type or Print Signature

STATE SALES &amp; SERVICE CORPORATION

*Stephen B. Koenigsberg*  
 (Signature of Secured Party)

Stephen B. Koenigsberg

Type or Print Above Signature on Above Line

11-52



## SCHEDULE 'A'

This schedule is to be attached to and become part of Conditional Sale Contract, Chattel Mortgage or Lease dated  
(Strike out inapplicable references)

May 2, 1989, between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL No.	
2	BELGIAN ACTION CLAW CRANE- 1 PLAYER	BETSON ENT.	1618,1744	\$ 4,785.00
1	TAXI FLIPPER	WILLIAMS	162897	2,695.00
1	LASERSTAR CD-100 PHONOGRAPH	ROWE	1231	4,495.00
3	AMERICAN ACCOUSTIC 5550 4-WAY SPEAKERS	TECHNA	12206,12208	865.00
			220-02	
3	UNIVERSAL MINI CABINET	MERIT	10939,10941	2,985.00
			10979	
1	PLAY CHOICE 5 C/TOP	NINTENDO	390	1,895.00
1	MICRO-POPPER	LITTON	1491	310.00
1	BIG CHOICE CRANE- 1 BAY	BETSON ENT.	59921	3,895.00
3	BOWLING KIT	CAPCOM	66793,49343	3,411.00
			49429	
1	JOKERZ FLIPPER	WILLIAMS	190133	2,695.00
1	PUBTIME-DART GAME	PREMIER	12126	1,795.00
1	COIN-OPERATED PHONOGRAPH (USED)	ROWE	1022	4,300.00
1	CROWN GOLF (USED)	ROWE	578988	495.00
1	MS. PACMAN C/T	MIDWAY	3117	495.00
1	GALAGA C/T	MIDWAY	2702	495.00
3	NATIONAL 222 CIGARETTE MACHINE	NATIONAL	31576,71565	2,185.00
			71538	
1	850 SMOKESHOP, DIS,MATCH COUNTER	APC	C175534	1,529.00
1	SINGLE PRICE	MARS	811-11654	260.00
1	COMPACT B/A 400 CAPACITY	ROWE	30450	400.00
1	POOL TABLE 7'	VALLEY	M23663	1,710.00
1	R-93 PHONOGRAPH W/COMP DISC	ROWE	42347	3,895.00
				\$45,590.00
		MD. SALES TAX		2,255.80
				\$47,845.80
	Balance on Contract #64-0769			15,013.65
				\$62,859.45

This schedule is hereby verified correct and undersigned Buyer, Mortgagor or Lessee acknowledges receipt of a copy.  
(Strike out inapplicable references)

Seller, Mortgagee or Lessor  
(Strike out inapplicable references)

STATE SALES & SERVICE CORPORATION (L. S.)  
(Signature if individual; typed name if other than individual)

By (Signature & title if not individual) (L. S.)

14-114 9/89

Buyer, Mortgagor or Lessee  
(Strike out inapplicable references)

VOYAGERS ENTERPRISE INC./A KING AMUSEMENT, (L. S.)  
(Signature if individual; typed name if other than individual)

By (Signature & title if not individual) (L. S.)

277221

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.


No. of Additional Sheets Presented:

3. Bank Note No.

1. Debtor(s) (Last Name First) and Address(es):

Mikker Enterprises Chartered,  
Inc.  
97 Tarragon Lane  
Edgewater, MD 21037

2. Secured Party(ies) Name(s) And Address(es):

 AMERICAN SECURITY BANK, N.A.  
15th & PENNSYLVANIA AVE. N.W.  
WASHINGTON, D. C. 20013

4. For Filing Officer: Date, Time, File No., Filing Office:

RECORD FEE 11.00  
#353890 0777 R03 T14:19  
05/09/99  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

BL  
CLERK

7. This Financing Statement covers the following types or items of collateral:  
(Describe real estate, including record owner if item 6 is applicable)

Receivables Collateral. All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossessed items of inventory (collectively "Receivables"); and

5. Assignee(s) of Secured Party, Address(es):

6. ☐ The described crops are growing or to be grown on the real property described in Item 7.

☐ The described goods are or are to be offixed to the real property described in Item 7.

☒ Proceeds-- ☐ Products of the collateral are also covered.

8. Signatures: [If debtor's signature omitted pursuant to G. S. 25-9-402 (2), indicate reason.]

Mikker Enterprises Chartered, Inc.

By

Michael E. Vlahos, Jr., President

By

AMERICAN SECURITY BANK, N.A.

Vice President

Secured Party(ies) [or Assignee(s)]

BS 8.43 (REV 9/84)

P. 10-84

Michael E. Vlahos, III, Vice President

FINANCING STATEMENT

UCC-1

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)

WACHTER DONALD M  
2190 JOHN HOPKINS RD  
GAMBRILLS MD 21054  
213547992 AB

2 SECURED PARTY(IES) and ADDRESS(ES)

JOHN DEERE COMPANY  
P. O. BOX 65090  
WEST DES MOINES IA 50265  
FORMERLY: JOHN DEERE COMPANY  
COLUMBUS, OH

3 MATURITY DATE  
(If Any)

14 JAN 97

FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No.

255206

Filed with ANNE ARUNDEL MD

BK 481 PG 378

Date Filed 14 JAN 85

- 5 ☐ CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6 ☒ TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7 ☐ ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8 ☐ AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9 ☐ RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

Number of Additional Sheets Presented

02 MAY 89

By:

Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

FILING OFFICER COPY — ALPHABETICAL

TO:

CLERK OF CIRCUIT CRT  
X UCC DIVISION  
ANNE ARUNDEL COUNTY  
ANNAPOLIS MD 21403

DEERE CREDIT SERVICES INC.

By:

Signature(s) of Secured Party(ies)

Manager, Processing  
John Deere Company

STANDARD FORM — FORM UCC-3



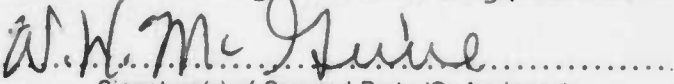
RECORD FEE 10.00  
POSTAGE .50

#353910 0777 H03 114:20  
05/09/89

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



277222

<input type="checkbox"/> 4. Filed for record in the real estate records.		<input type="checkbox"/> 5. Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) John's Hopkins Texaco Service Center 10990 Johns Hopkins Rd. Laurel, Md. 20810		2. Secured Party(ies) and address(es) National Eagle Leasing, Inc. 6110 Executive Blvd. Suite 230 Rockville, Md. 20852	3. For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 #353900 CT77 R03 T14:20 05/09/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT
7. This financing statement covers the following types (or items) of property:  1 Lektro-Vend (General Merchandiser) Model B 32E 11 SN 3230			
<div style="text-align: right;"></div>			
<input type="checkbox"/> Products of Collateral are also covered.			
Whichever is Applicable (See Instruction Number 9)	John's Hopkins Texaco Service Ct.  Signature(s) of Debtor (Or Assignor)	National Eagle Leasing, Inc....  Signature(s) of Secured Party (Or Assignee)	
Filing Officer Copy — Alphabetical STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1			
Rev. Jan. 1980		Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101	



LIBER 541 PAGE 90

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)  
**GARGNO**  
**261 GRAYS ROAD**  
**HARWOOD**  
**092366313 AB**

**ANTON IO**  
**MD 20776**

2 SECURED PARTY(IES) and ADDRESS(ES)  
**JOHN DEERE COMPANY**  
**P. O. BOX 65090**  
**WEST DES MOINES IA 50265**  
**FORMERLY: JOHN DEERE COMPANY**  
**COLUMBUS, OH**

3. MATURITY DATE  
(If Any) **09OCT96**  
FOR FILING OFFICER (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. **478-401**

Filed with **ANNE ARUNDEL MD** Date Filed **09OCT84**

5. ☐ CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☒ TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. ☐ AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. ☐ RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECORD FEE 10.00  
POSTAGE .50  
#353920 CT77 R03 114:21  
05/09/89  
GK H. EARL SCHAFER  
AA CO. CIRCUIT COURT

10.

TO:

CLERK OF CIRCUIT CRT  
X UCC DIVISION  
ANNE ARUNDEL COUNTY  
ANNAPOLIS MD 21403

Number of Additional Sheets Presented

**02MAY89**

DEERE CREDIT SERVICES INC.

By:

Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable.)

FILING OFFICER COPY — ALPHABETICAL

By:

Signature(s) of Secured Party(ies)

STANDARD FORM — FORM UCC-3

Manager, Processing  
John Deere Company

STATE OF MARYLAND

LIBER 541 PAGE 91

FINANCING STATEMENT FORM UCC-1

Identifying File No. 277223

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXX~~ LESSEE

Name Kauffman's Tavern, Inc

Address 329 Gambills Rd Gambills, Md. 21054

2. SECURED PARTY LESSOR

Name Century Equipment Leasing Corp.

Address 607e North Easton Rd Willow Grove, Pa. 19090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 11.00

POSTAGE .50

4. This financing statement covers the following types (or items) of property: (list)

#353930 0777 N03 T14:21

06/09/89

Name and address of Assignee

BELL SAVINGS BANK H. ERLE SCHAFER  
9 South 69th Street, CIRCUIT COURT  
Upper Darby, PA 19082

1- Unique Espresso Machine Mdel "Viva" S/N 812663

"This Financing Statement is being filed for notice purposes and is not intended to convert the lease into a security agreement."

BL  
CLERK

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X William Kauffman  
William Kauffman (Signature of Debtor) Owner

Kauffman's Tavern, Inc Wm. Kauffman, Jr.  
Type or Print Above Name on Above Line

X (Signature of Debtor)  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Sandy Haggerty Asst. Secy.  
(Signature of Secured Party)

CENTURY EQUIPMENT LEASING CORP.  
Type or Print Above Signature on Above Line

11/50

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 277224

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXX~~

Lessee:

Name ANNAPOLIS CLOTHING CO., INC.

Address Parole Shopping Plaza, Annapolis, MD 21401

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation

Address P.O. Box 157, Willow Grove, PA 19090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- (1) Cannon Copier #3225 with Paper Deck  
SN#VDB02969

Name and address of Assignee

BANK OF OLD YORK ROAD  
Easton & York Roads  
Willow Grove, PA 19090

RECORD FEE 11.00  
POSTAGE .50  
#353940 0777 R03 114:22  
05/09/89

BL  
CLERKCHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☒ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

*Marian L Cardwell*  
(Signature of Debtor)  
Marian L Cardwell Controller  
ANNAPOLIS CLOTHING CO., INC.  
Type or Print Above Signature on Above Line

*Sandy Haggerty* Asst. secy.  
(Signature of Secured Party)  
Century Equipment Leasing Corporation  
Type or Print Above Signature on Above Line  
1130



## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

LIBER 541 PAGE 93  
277225  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-  
tion tax indicate amount of taxable debt here. \$ N/AIf this statement is to be recorded  
in land records check here. ☐This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

## 1. DEBTOR

Name General Paving CorporationAddress 8111 Annapolis Junction Road, Jessup, MD 20794

## 2. SECURED PARTY

Name Metlife Capital Credit CorporationAddress 10 Stamford Forum, PO Box 601, Stamford CT 06904

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

Two (2) New 1989 Ford LNT8000 Red Cab &amp; Chassis

Equipment not subject to recordation tax  
Equipment Location: 8738 Vulcan Lane  
Manassas, VA

Name and address of Assignee

RECORD FEE 11.00  
POSTAGE 50  
#333960 0777 R03 11:4:23  
05/09/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT  
CK #7121

\*File w/Anne Arundel County Maryland

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

xxxxxx (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

General Paving Corporation

(Signature of Debtor)

ARTHUR C COX JR.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Metlife Capital Credit Corporation

Charan J. Chanana - Asst. Treasurer

(Signature of Secured Party)

CHARAN J. CHANANA

Type or Print Above Signature on Above Line

BL  
CLERK

1150



## STATE OF MARYLAND

LIBER 541 PAGE 94

## FINANCING STATEMENT FORM UCC-1

Identifying File No 277226

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name General Paving Corporation

Address 8111 Annapolis Junction Road, Jessup, MD 20794

## 2. SECURED PARTY

Name Metlife Capital Credit Corporation

Address 10 Stamford Forum, PO Box 601, Stamford, CT 06904

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any)

## 4. This financing statement covers the following types (or items) of property: (list)

One (1) New 1989 Ford LNT9000 red Cab &amp; Chassis

Name and address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
#353970 CTTT R03 T14:24

05/09/89

Equipment not subject to recordation tax

Equipment location: Manassas, VA, 8738 Vulcan Lane.

H. ERLE SCHAFER  
AA CO. CIRCUIT COURTBL  
CLERK

\*File with Anne Arundel County Maryland

CHECK ☒ THE LINES WHICH APPLY

CA#7127

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

General Paving Corporation

(Signature of Debtor)

ARTHUR C. Cox Jr

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Metlife Capital Credit Corporation

Charan J. Chanana - Asst. Treasurer

(Signature of Secured Party)

CHARAN J. CHANANA

Type or Print Above Signature on Above Line

1152

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and address(es)

Touchdown Sportswear, Inc.  
Annapolis Mall #K-3  
Rte 450 & Rte 178  
Annapolis, MD 21401

Secured Party(ies) and address(es)

Illinois National Bank  
One Old Capitol Plaza North  
Springfield, Illinois 62701

For Filing Officer (Date, Time, Number, and Filing Office)

LIBER 541 PAGE 95

RECORD FEE 11.00

POSTAGE .50

#353990 CTIT R03 T14:24

05/09/89

1. This financing statement covers the following types (or items) of property:

First security interest in all furniture, fixtures, machinery, equipment, inventory, accounts receivable, contract rights, instruments, chattel paper and general intangibles, now in existence or hereafter acquired and the proceeds therefrom.

ASSIGNEE OF SECURED PARTY

BL  
CLERK

Not subject to recordation tax.

2. ☒ Products of Collateral are also covered. Inventory

Additional sheets presented.

Filed with Office of Secretary of State of Illinois.

Debtor is a transmitting utility as defined in UCC §9-105.

TOUCHDOWN SPORTSWEAR, INC.

By: *Skip Mathieson, CEO*

Skip Mathieson (Secured Party)\*

Chief exec. Officer

\*Signature of Debtor Required in Most Cases:  
Signature of Secured Party in Cases Covered By UCC §9-402 (2)

1 FILING OFFICER COPY ALPHABETICAL

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

This form of financing statement is approved by the Secretary of State. 1787

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-  
tion tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded  
in land records check here ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

## 1. DEBTOR

Name Joseph B. Kroh d/b/a Crofton Print & CopyAddress 2431 Crofton Lane, Crofton, MD 21114

## 2. SECURED PARTY

Name Midlantic Commercial Leasing Corp.Address 225 W. 34th St.New York, NY 10122

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

- 1- Hamada 661CD Offset Press
- 1- Bourg T10 Collator
- 1- Stevenson 1700 Shrink & Seal
- 1- Portage Art Waxer

RECORD FEE 12.00  
#353990 CTTT R03 T1434  
09/09/89

H. ERLE SCHAFER  
HA CO. CIRCUIT COURT

NOT SUBJECT TO RECORDATION TAX  
SECURED PARTY IS THE SELLER

BL  
CLERK

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Joseph B. Kroh Property  
(Signature of Debtor)

Joseph B. Kroh  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

J. Banks  
(Signature of Secured Party)

T. BANKS  
Type or Print Above Signature on Above Line

12

LIBER 541 PAGE 97

\*\*NOT SUBJECT TO RECORDATION TAX\*\*

ANNE ARUNDEL COUNTY

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL, RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260491  
RECORDED IN LIBER 495 FOLIO 14 ON 2-20-86 (DATE)

1. DEBTOR

Name Ritchie Bike and Moped, Inc.  
Address 8360 MD Rt. 3 North, Millersville, MD 21108

2. SECURED PARTY

Name Ariens Credit Corporation  
Address One Imperial Way, Suite C 106, P.O. Box 99  
Fogelsville, PA 18051  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

<b>A. Continuation</b> ..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<b>B. Partial Release</b> ..... <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
<b>C. Assignment</b> ..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<b>D. Other:</b> ..... <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  AMENDMENT
Please amend Debtor's address to read: 1244 Ritchie Highway Arnold, MD 21012	

RECORD FEE 10.00  
POSTAGE .50  
#354000 0777 R03 T14:34  
05/09/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

X Dated 4/10/89

X Signature of Debtor

X Signature of Secured Party

R. D. Knapp/Account Manager

Type or Print Above Name on Above Line



LIBER 541 PAGE 98

277229

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

ROBERT E MAKEPEACE  
ELEANOR M MAKEPEACE  
754 219TH ST  
PASADENA,MD, 21122

2. Secured Party(ies) and address(es)

ENVIRONMENTAL WATER CONTROL INC  
511 C EASTERN BLVD  
ESSEX,MD, 21221

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00  
#354020 0717 R03 T14:35  
05/09/89  
H. EARLE SCHAFER  
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:

(SECURED PARTY IS SELLER)

INSTALLED ONE UNITED WATER TREATMENT SYSTEM MODEL 1054 (COND.  
SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 754 219TH ST  
PASADENA,MD, 21122

5. Assignee(s) of Secured Party and Address(es)

SECURITY PACIFIC FIN SERV  
901 DULANEY VALLEY RD  
SUITE 126  
TOWSON,MD, 21204

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

BL  
CLERK

Check ☒ if covered: ☐ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: A.A. COUNTY

Eleanor M. Makepeace  
ELEANOR M MAKEPEACE  
By: Robert E. Makepeace  
ROBERT E MAKEPEACE of Debtor(s)

ENVIRONMENTAL WATER CONTROL INC  
By: JOSEPH B ANTONELLI  
JOSEPH B ANTONELLI of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1Identifying File No. 277230

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/AIf this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Annapolis Service Center, Inc.Address 1401 Forest Drive Annapolis, MD 21403

## 2. SECURED PARTY

Name McClung-Logan Equipment Co., Inc.Address 4601 Washington Blvd. Baltimore, MD 21227First Interstate Credit Alliance, Inc. 500 DiGiulian Blvd. Glen Burnie, MD 21061Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

## ASSIGNEE OF THE SECURED PARTY

First Interstate Credit Alliance, Inc.  
500 DiGiulian Blvd.P.O. Box 1680Glen Burnie, MD 21061

RECORD FEE 17.00

POSTAGE .50

#354030 0777 R03 T14:40

05/09/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

BL  
CLERKCHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)  
Annapolis Service Center, Inc.Richard Lomax, Pres.  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

McClung-Logan Equipment Co., Inc.Tom Logan  
(Signature of Secured Party)

Type or Print Above Signature on Above Line



FIRST INTERSTATE CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

LIBER 541 PAGE 100

TO: McClung-Logan Equipment Co., Inc.

FROM: Annapolis Service Center, Inc.

4601 Washington Blvd. Baltimore, MD 21227

1401 Forest Drive Annapolis, MD 21403

(Address of Seller)

(Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):

One (1) Used 1985 Benati Model 22SB Rubber Tired Loader, S/N 222219

(1) TIME SALES PRICE ..... \$ 44,072.00

(2) Less DOWN PAYMENT In Cash ..... \$ 8,000.00

(3) Less DOWN PAYMENT IN GOODS  
\*(Trade-In Allowance) ..... \$ -0-

(4) CONTRACT PRICE (Time Balance) ..... \$ 36,072.00

Record Owner of Real Estate:

\*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

1401 Forest Drive

Annapolis

Anne Arundel

MD

(Street and Number)

(City)

(County)

(State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of **Thirty six thousand seventy two and 00/100** \*\*\*\*\* Dollars (\$**36,072.00**)

being the above indicated Contract Price (hereinafter called the "time balance") in **36** successive monthly installments, commencing on the **3rd** day of **June**, 19 **89**, and continuing on the same date each month thereafter until paid; the first **35** installments each being in the amount of \$ **1,002.00** and the final installment being in the amount of \$ **1,002.00** with interest from the date hereof on the unpaid amount of said time

balance being payable monthly to the Holder until maturity at the rate of **-0-** % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: May 3, 19 89

BUYER(S)-MAKER(S):

Accepted: McClung-Logan Equipment Co., Inc.

(SEAL)

Annapolis Service Center, Inc.

(SEAL)

By:

By:

Co-Buyer-Maker.

(SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

FICA-L-2XD(1-75)

© 1988 First Interstate Credit Alliance, Inc.

2

ORIGINAL FOR FILING-NON-NEGOTIABLE



TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisalment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.**

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: \_\_\_\_\_, 19 \_\_\_\_\_

(Corporate, Partnership or Trade Name or Individual Signature)

(SEAL)

Signature  
of  
Seller

(Witness)

By:

(Signature: Title of Officer, "Partner" or "Proprietor")



# ASSIGNMENT

541 PAGE 102

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated May 3, 1989 between McClung-Logan Equipment Co., Inc. as Seller/Lessor/Mortgagee and Annapolis Service Center, Inc. 1401 Forest Drive Annapolis, MD 21403

(Name)

(Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 36,072.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 3rd day of May, 19 89.

**McClung-Logan Equipment Co., Inc.**

(Seal)

(Seller/Lessor/Mortgagee)

By: John Logan, Jr.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA-L-5A

277231

## FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.☐ TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use
File No. ....
Date & .....
Hour .....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any) .....

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
RODEY, INC.	1024	Cape St. Claire Rd.	Annapolis	MD 21401 and
RODEY, Donald R.	304	Edward Ave.	Linthicum	MD 21090
RODEY, Esther A.	"	"	"	"

Name of Secured Party or assignee	No.	Street	City	State
William Glukenhous* c/o Leon Shinberg, Esq.		4501 Connecticut Ave.	#216	Wash.

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All in Schedule A, attached

The complete inventory of goods, wares and merchandise for retail sale including additions and substitutions thereto, and all after-acquired merchandise and inventory.

\*Assignee of DAFHU Corporation

RECORD FEE 15.00  
POSTAGE .50  
#354040 C777 R03 T14:51  
05/09/89  
H. EARLE SCHAFER  
AP CO. CIRCUIT COURT

(If affixed to realty—state value of each article)

CHECK ☒ THE LINES WHICH APPLY

2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner) .....
3. ☐ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference .....
4. ☐ Proceeds of collateral are also covered: ☐ Products of collateral are also covered:
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ *is not* subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is .....

Debtor(s) or assignor(s)

RODEY, INC.

By: Donald R. Rodey Pres. Rodey Inc. (Seal)  
(Type or print name under signature) (Corporate, Trade or Firm Name)Donald R. Rodey William Glukenhous  
(Type or print name under signature) (Owner, Partner or Officer and Title)Esther A. Rodey  
(Type or print name under signature) (Signatures must be in ink)M. MICHAEL KLEIN, ESQ.  
1511 K STREET, N.W. #605  
WASHINGTON, D.C. 20005

RETURN TO:

1580

FIXTURES & EQUIPMENT LIST

<u>QTY.</u>	<u>DESCRIPTION</u>
1	Front Outside "Penn-Jersey" Sign
1	Neon Window Sign "Discount Parts" (Inside)
<u>COUNTER:</u>	
	<u>LEFT SIDE -</u>
2	Six Foot Glass Cases
1	Four Foot Glass Cases
	<u>FRONT -</u>
2	8" Sections
	<u>RIGHT -</u>
2	Three Foot Shelving Sections
1	Eight Foot Gondola
<u>BEHIND COUNTER/FRONT OF PARTITION:</u>	
1	Underwood Olivetti Adding Machine (Old Model)
3	Eight Foot Gondolas
3	Three Foot Shelving Sections
12	Sections Approx. 30" Small Drawers
1	Cash Register, Model 562FJ, Serial #45201110N
1	"Fox" Battery Loan Tester
1	Fire Extinguisher
<u>FACING FRONT SIDE FROM INSIDE STORE:</u>	
	<u>LEFT SIDE WALL SECTIONS -</u>
12	Four Feet w/Shelving and/or Peg Board
1	Three Feet       "       "       "       "
	<u>RIGHT SIDE WALL SECTIONS -</u>
11	Four Feet w/Shelving and/or Peg Board
2	Three Feet       "       "       "       "
<u>FLOOR DISPLAY AREA:</u>	
8	Eight Foot Sections Gondolas w/Shelving and/or Peg Board
4	Four Foot Sections Mat Racks       "       "       "       "
5	Paint Racks, (2) 24", (2) 30", (1) 48"
1	Box (Wood) 3' X 6" Pipe Display
1	Rack       "       2' X 8' Adapters, Etc.
6	Asst. Display Stands Misc. Sizes
2	36" Anti Theft Mirrors



FURNITURE & EQUIPMENT LIST  
PAGE TWOQTY.DESCRIPTIONBACK ROOM:

18	Three Foot Shelving	Sections 12" x 72"	} Water Pumps Brakes IGN Fuel Pumps Front End Parts
4	Four Foot	" " 12" x 72"	
6	Three Foot	" " 18" x 72"	
5	Four Foot	" " 18" x 72"	
2	Four Foot	" " 24" x 48"	(Cores/Paper)
3	Four Foot	" " 48" x 48"	(Mufflers)

Sixty-five Feet Wood Shelves, Various Widths

Thirty-five Feet Wood Tire Racks

2 Eight Foot Sections Steel Tail Pipe Racks

GARAGE:

1	Back Wheel Balancer (Static)
1	Battery Charger "Tripl A. Spec. Co." #H8270
1	Coast Air Jack
2	Frame " " (May need repair)
1	Coats 40-40A Tire Changer
1	Impac Air Gun
1	Air Compressor, 2 H.P. Motor
1	Fire Extinguisher
	Assortment of Misc. Hand Tools & Cabinet (Quantity & Quality not guaranteed)

OFFICE:

3	Sections Steel Shelves 2' Deep - 3' x 6"
1	Time Clock & Rack
3	File Cabinets
	Several Wood Shelves
1	Desk & Chair
1	Paymaster Check Printer
1	Sanyo Elec. Adding Machine
1	Burglar Alarm System (Leased) ABC Alarm Co.
1	Curtis Key Machine (Loaned)



STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

LIBER 541 PAGE 106  
Identifying File No. 277232

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-  
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name General Paving Corporation  
Address 8111 Annapolis Junction Road, Jessup, MD 20794

2. SECURED PARTY

Name Metlife Capital Credit Corporation  
Address 10 Stamford Forum, PO Box 601, Stamford, CT 06904

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Four (4) New 1989 Ford LT8000 Red Dump Trucks

Name and address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
#354050 C777 R03 11:4:55  
05/09/89

Equipment Not Subject to Recordation Tax  
Equipment located: Manassas, VA, 8738 Vulcan Lane.

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

\*File with Anne Arundel County, MD

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

General Paving Corporation

(Signature of Debtor)

ARTHUR C. COX, JR.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Metlife Capital Credit Corporation

Charan J. Chanana - Asst. Treasurer  
(Signature of Secured Party)

CHARAN J. CHANANA

Type or Print Above Signature on Above Line

1132

BL  
CLERK

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1Identifying File No. **277233**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ N/AIf this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name N. Greenwald, Inc.Address 2411 Crofton Lane Ste. 223 Crofton, Maryland 21114

## 2. SECURED PARTY

Name Louis, John C., Inc.Address 1805 Cherry Hill Rd. Baltimore, Maryland 21203First Interstate Credit Alliance, Inc. 500 DiGiulian Blvd. Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.RECORD FEE 17.00  
POSTAGE .50  
05/09/99  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF THE SECURED PARTY  
First Interstate Credit Alliance, Inc.  
500 DiGiulian Blvd.  
P.O. Box 1680  
Glen Burnie, MD 21061

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK ☒ THE LINES WHICH APPLY6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

N. Greenwald, Inc.

N.W. GREENWALD JR  
(Signature of Debtor)N.W. GREENWALD JR  
Type or Print Above Name on Above Line V.P.

(Signature of Debtor)

Type or Print Above Signature on Above Line

John C. Louis, Inc.

George A. Chupelsky - Treas  
(Signature of Secured Party)  
George A. Chupelsky, Treas  
Type or Print Above Signature on Above Line



## CONDITIONAL SALE CONTRACT NOTE

LIBER 541 PAGE 108

TO: John C. Louis, Inc.

FROM: N. Greenwald, Inc.

("Seller")

("Buyer")

1805 Cherry Hill Rd. Baltimore, Maryland 21203

2411 Crofton Lane Ste. 223 Crofton, Maryland 21114

(Address of Seller)

(Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):

One (1) New Power Curber Model 8700  
S/N 870389029 with mold & Trimmer

\*Except that there shall be no payment made during the months of January and February of the years of 1990, 1991, 1992, and 1993.

(1) TIME SALES PRICE ..... \$ 151,782.40

(2) Less DOWN PAYMENT in Cash ..... \$ 10,800.00

(3) Less DOWN PAYMENT IN GOODS  
\*(Trade-in Allowance)..... \$ 20,000.00

(4) CONTRACT PRICE (Time Balance)..... \$ 120,982.40

Record Owner of Real Estate:

## \*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

2411 Crofton Lane Ste. 223

Crofton

Anne Arundel

MD

(Street and Number)

(City)

(County)

(State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred twenty thousand nine hundred eighty two and 40/100 Dollars (\$ 120,982.40)being the above indicated Contract Price (hereinafter called the "time balance") in 40 ~~XXXXXX~~ monthly installments, commencing on the 1st day of June, 19 89 and continuing on the same date each month thereafter until paid, the first 39 installments each being in the amount of \$ 3,024.56 and the final installment being in the amount of \$ 3,024.56 with interest from the date hereof on the unpaid amount of said timebalance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

## TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

## BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: April 27, 19 89

BUYER(S)-MAKER(S):

Accepted: John C. Louis, Inc.

(SEAL)

N. Greenwald, Inc.

(SEAL)

By: Joseph Chiquely Treas.

(Print Name of Seller Here)

By: J.W. Greenwald Jr. V. Pres

(Print Name of Buyer-Maker Here)

Co-Buyer-Maker:

N.W. Greenwald Jr

(SEAL)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by



# TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisalment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.**

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: \_\_\_\_\_, 19 \_\_\_\_\_

(Corporate, Partnership or Trade Name or Individual Signature)

(SEAL)

Signature  
of  
Seller

(Witness)

By:

(Signature: Title of Officer, "Partner" or "Proprietor")



## ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 27, 1989 between John C. Louis, Inc. as Seller/Lessor/Mortgagee and N. Greenwald, Inc. 2411 Crofton Lane Ste. 223 Crofton, Maryland 21114

(Name)

(Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract, and (2) the unpaid balance of the contract assigned hereby is \$ 120,982.40

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 27th day of April, 19 89.

John C. Louis, Inc.

(Seal)

(Seller/Lessor/Mortgagee)

By:

*John C. Louis, Inc. - Treas*

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA-L-5A

## STATE OF MARYLAND

277234 A A CO  
C-02-06868-2

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Jones, Joseph T.  
Address 440 Queenstown Rd. Severn, MD 21144

## 2. SECURED PARTY

Name Washington Freightliner, Inc.  
Address 201 Ritchie Rd. Bldg. A Capitol Heights, MD 20743First Interstate Credit Alliance, Inc. 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY  
First Interstate Credit Alliance, Inc.  
500 DiGiulian Blvd.  
P.O. Box 1680  
Glen Burnie, MD 21061RECORD FEE 17.00  
POSTAGE .00  
POSTAGE .50  
#354070 CT77 R03 T14:59  
05/09/89  
H. ERLE SCHAFER  
CIRCUIT COURTCHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Joseph T. Jones

Joseph T. Jones  
(Signature of Debtor)Joseph T. Jones Owner  
Type or Print Above Name on Above Line\_\_\_\_\_  
(Signature of Debtor)\_\_\_\_\_  
Type or Print Above Signature on Above Line

Washington Freightliner, Inc.

\_\_\_\_\_  
(Signature of Secured Party)William Fenwick Pres.  
Type or Print Above Signature on Above Line



FIRST INTERSTATE CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

LIBER 541 PAGE 112

TO: **Washington Freightliner, Inc.** FROM: **Joseph T. Jones**  
 201 Ritchie Rd. Bldg. A Capitol Heights, MD 20743 440 Queenstown Rd. Severn, MD 21144  
("Seller") ("Buyer")  
(Address of Seller) (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):

One (1) 1989 Freightliner Model FLC12064  
 Dump Truck S/N 1FVHYD198M1304364  
 Dump Body  
 With 14.6 Steel

\*See Schedule "A" attached hereto and made a part hereof for payment schedule

(1) TIME SALES PRICE ..... \$ 92,458.40  
 (2) Less DOWN PAYMENT In Cash ..... \$ 7,000.00  
 (3) Less DOWN PAYMENT IN GOODS  
 \*(Trade-In Allowance) ..... \$ -0-  
 (4) CONTRACT PRICE (Time Balance) ..... \$ 85,458.40

Record Owner of Real Estate:

\*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

440 Queenstown Rd. Severn Anne Arundel MD  
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of **Eighty five thousand four hundred fifty eight and 40/100** \*\*\*\*\* Dollars (\$ **85,458.40**)

being the above indicated Contract Price (hereinafter called the "time balance") in **48** successive monthly installments, commencing on the **15th** day of **June**, 19 **89**, and continuing on the same date each month thereafter until paid; the first **\*** installments each being in the amount of \$ **\*** and the final installment being in the amount of \$ **\*** with interest from the date hereof on the unpaid amount of said time

balance being payable monthly to the Holder until maturity at the rate of **-0-** % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

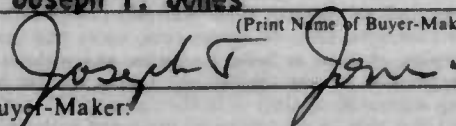
Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: **April 28,** 19 **89** BUYER(S)-MAKER(S):

Accepted: **Washington Freightliner, Inc.** (SEAL) **Joseph T. Jones** (SEAL)  
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)

By:  By:   
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature) By:

This instrument prepared by

3

ORIGINAL FOR FILING-NON-NEGOTIABLE



TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED.** BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH. Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT:** THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(L.S.)

(L.S.)

(Guarantor-Endorser)

(Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_(SEAL)  
(Corporate, Partnership or Trade Name or Individual Signature)

Signature  
of  
Seller

By:

\_\_\_\_\_  
(Signature: Title of Officer, "Partner" or "Proprietor")

(Witness)



# ASSIGNMENT

LIBER 541 PAGE 114

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale

contract and/or lease and/or chattel mortgage (herein called "contract") dated April 28, 1989

between Washington Freightliner, Inc., as Seller/Lessor/Mortgagee,

and Joseph T. Jones 440 Queenstown Rd. Severn, MD 21144  
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured (and will continue to be so) and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to FICAI the then unpaid balance outstanding under the contract without requiring FICAI to proceed against any person or property. **In consideration of FICAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, FICAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected.** FICAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to FICAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in FICAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that FICAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon FICAI's request, pay to FICAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by FICAI in accordance with FICAI's usual procedures and will be such amount as will enable FICAI to receive, with respect to the contract, such rate of return as FICAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto FICAI any interest that we may have in the Property and/or any monies that FICAI may be holding for our account. Upon our execution hereof, we shall have no authority without FICAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. **We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.**

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned

hereby is \$ 85,458.40

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 28th day of April, 19 89

Washington Freightliner, Inc. (Seal)  
(Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA-L-5-RI

277235

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and address(es)

CHESAPEAKE DECAL  
1993 MORELEND PARKWAY  
ANNAPOLIS, MD 21401

Secured Party(ies) and address(es)

Advance Process Supply Company  
400 North Noble Street  
Chicago, IL 60622For Filing Officer  
(Date, Time, Number, and Filing Office)RECORD FEE 17.00  
POSTAGE .50  
#354080 C177 R03 T15:00  
05/09/89

H. ERLE SCHAFER

ASSIGNEE OF SECURED PARTY

BL  
CLERK

1. This financing statement covers the following types (or items) of property:

Machinery and equipment described in detail in Installment Sale Contract (Security Agreement) attached hereto and made a part hereof dated ~~JANUARY 4, 1980~~ 3/29/89 together with all accessions attachments and appurtenances thereto and substitutions and replacements therefor and all casualty insurance policies thereon and all proceeds of all the foregoing collateral. DEBTOR IS NOT AUTHORIZED TO SELL, TRANSFER OR OTHERWISE CONVEY ANY OF THE FOREGOING COLLATERAL.

SECURED PARTY

ADVANCE PROCESS SUPPLY COMPANY

\*NOT SUBJECT TO RECORDATION TAX.

Farm Equipment

BY

Vice President - Treasurer

2 ☐ Products of Collateral are also covered.

Albert Cohen

CHESAPEAKE DECAL

Additional sheets presented

☒ Filed with Office of Secretary of State, Maryland COUNTY RECORDER

Debtor is a transmitting utility as defined in UCC §9-105.

Signature of (Debtor)  
Cathrine L. Kuehn

(Secured Party)\*

\*Signature of Debtor Required in Most Cases  
Signature of Secured Party in Cases Covered By UCC §9-402 (2)

FILING OFFICER-ALPHABETICAL

STANDARD FORM - UNIFORM COMMERCIAL CODE FORM UCC-1 - REV. 1-75

44-30

This form of financing statement is approved by the Secretary of State.

INSTALLMENT SALE CONTRACT  
(Security Agreement)

LIBER 541 PAGE 116

THIS AGREEMENT OF SALE made at ANNAPOLIS, MARYLAND  
(City, State)

3/29 CL  
JANUARY 4, 1989, between:  
(Date of Sale)

ADVANCE PROCESS SUPPLY COMPANY

CHESAPEAKE DECAL

(Name of Seller, hereinafter called "Seller")

(Name of Buyer, hereinafter called "Buyer")

400 NORTH NOBLE STREET

1993 MORELAND PARKWAY

(Principal place of business)

(Principal place of business)

CHICAGO,

COOK,

ILLINOIS

60622

(City)

(County)

(State)

ANNAPOLIS,

ANNE ARONDEL,

MARYLAND

(City)

(County)

(State)

(Buyer's residence address if not a Corporation)

Seller sells to Buyer and Buyer purchases from Seller the following described property (hereinafter called "Goods"), upon the terms stated below and upon the reverse side hereof, all of which constitute a part hereof:

DESCRIPTION OF GOODS

(State Fully Showing QUANTITY, MANUFACTURER, MODEL AND SERIAL NUMBER)

- (1) ONE 45-9999-9 MAJOR 35x45 W/FEEDER
- (1) ONE 43-6014-5 AMER/GENL STACKER-JOGGER 35x45" ONLY
- (4) FOUR 44-4060-3 50.00x 51.00 O.D. CAM-LOK RL-175 FRAME
- (2) TWO 43-4942-9 QUANTUM 48" 300 WATTS 2300SR
- (1) ONE 43-4673-1 10' CONVEYOR FOR QUANTUM 48 W/DC MOTOR-SUR VAR W/BELT

GOODS TO BE LOCATED AT 1993 MORELAND PARKWAY, ANNAPOLIS, MARYLAND

(Address)

(City)

(State)

Buyer acknowledges that Seller has concurrently herewith offered Buyer a cash price of \$ 95,440.00 and a time price (Item 1 below) of \$ 110,757.40 for the Goods and Buyer has elected to purchase the Goods for the time price, the unpaid balance of which (hereinafter called "Time Price Balance"—Item 4 below) is calculated as follows:

1. Time Price.....\$ 110,757.40
2. Filing fees and other charges (Specify:.....).....\$ 35.00
3. Deductions from Time Price:  
(a) Down Payment.....\$ 22,500.00  
(b) Trade-In Description:.....\$ 22,500.00
4. Time Price Balance (Sum of Items 1 and 2, less Item 3).....\$ 88,292.40

Buyer will pay to Seller the Time Price Balance at the office of Seller specified above, or at such other place as Seller may designate in writing to Buyer, in 36 consecutive monthly installments of:

1. 35 consecutive installments of \$ 2,453.00 each; then 2. 1 consecutive installments of \$ 2,437.40 each; then
3. \_\_\_\_\_ consecutive installments of \$ \_\_\_\_\_ each; then 4. \_\_\_\_\_ consecutive installments of \$ \_\_\_\_\_ each; then
5. \_\_\_\_\_ consecutive installments of \$ \_\_\_\_\_ each; then 6. \_\_\_\_\_ consecutive installments of \$ \_\_\_\_\_ each; then
7. \_\_\_\_\_ consecutive installments of \$ \_\_\_\_\_ each; then 8. \_\_\_\_\_ consecutive installments of \$ \_\_\_\_\_ each;

which installment payments will be made on the \_\_\_\_\_ day of each month beginning with the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. All of said installments will be payable on said dates and in said amounts notwithstanding that delivery of all or part of the Goods may be made at any time or times hereafter. If any installment of the Time Price Balance is not paid when due or declared due, then, to the extent permitted by applicable law, Buyer will pay to Seller, immediately upon demand: interest thereon at the highest contract rate permitted by applicable law from the date due or declared due until paid; and, in addition thereto, a single late charge calculated at the rate of five cents for each dollar of each installment in default.

To secure the payment by Buyer to Seller of the Time Price Balance, all other indebtedness now or hereafter owing by Buyer to Seller hereunder and the performance by Buyer of all of its covenants, warranties, representations and undertakings under this contract (hereinafter collectively called "Buyer's Liabilities"). Buyer hereby grants Seller a security interest in the Goods and all existing and after-acquired attachments, replacements, substitutions, additions and accessions thereto and the proceeds thereof.

Several copies or counterparts of this Contract may be signed by Seller and Buyer, but only the original Contract (white copy) shall be deemed chattel paper, document, or security agreement for purposes of assignment, transfer and perfection of security interests.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A TRUE AND CORRECT COPY OF THIS CONTRACT AND THAT ALL BLANK SPACES CONTAINED HEREIN, EXCEPT SERIAL NUMBERS OF THE GOODS, HAVE BEEN FILLED IN PRIOR TO BUYER'S EXECUTION HEREOF.

Accepted ADVANCE PROCESS SUPPLY COMPANY

CHESAPEAKE DECAL

(SEAL)

By Albert Cohen  
(Must be signed by authorized Corporate Officer,  
Partner or Owner)

By Patricia J. Cohen  
(Must be signed by authorized Corporate Officer,  
Partner or Owner)

Vice Pres. - Treas.  
(PLACE BUYER'S CORPORATE SEAL)

(Must be signed by authorized Corporate Officer,  
Partner or Owner)

(Attest or witness: Secretary, if Corporation, otherwise witness)

THIS INSTALLMENT SALES CONTRACT WAS PREPARED BY \_\_\_\_\_

ID 15- REORDER FROM TYPECRAFT CO. - CHICAGO



1. **ASSIGNMENT.** Seller may assign this Contract at any time and without Buyer's consent. Buyer will not and cannot assign this Contract, any interest herein or in the Goods by its own act or by operation of law or otherwise and any such attempted assignment will be void. In the event Seller assigns this Contract: (i) Buyer will not be relieved of any obligation, undertaking, warranty or representation contained or made herein; (ii) Seller's assignee will have all the rights, powers, remedies and interests of Seller hereunder and in this regard, any reference to Seller hereunder will also be deemed to mean Seller's assignee; (iii) Seller's assignee will not be subject to any of Seller's obligations hereunder; (iv) no modification or alteration hereof will be effective against Seller's assignee after notice of such assignment has been given to Buyer, unless such modification or alteration has been expressly agreed to in writing by such assignee; (v) Seller will not be deemed to be Seller's assignee's agent for any purpose, and Buyer's obligations hereunder will be unconditional, irrevocable and absolute in any and all events and circumstances; (vi) Buyer will not assert against any assignee of Seller any defense, setoff, counterclaim or claim which Buyer may now or hereafter have against Seller, and Buyer will resolve all such defenses, setoffs, counterclaims, or claims it may have against Seller directly with Seller and Buyer hereby waives the same as against any such assignee.

2. **SELLER'S WARRANTIES.** Seller makes only those representations and warranties enumerated in its Standard Terms and Conditions as shown on the reverse side of Seller's "Acknowledgment of Order Form". Seller makes no other warranties. All other warranties, expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, are disclaimed.

3. **BUYER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** Buyer warrants, represents and covenants to Seller that: (a) the Goods are bought (and will be used) solely for commercial or business use; (b) the Goods, and all of Buyer's records with respect thereto, will be located at all times at the place indicated on front of this Contract and that Buyer will promptly notify Seller of any change in the location of the Goods and such records; (c) Buyer will not remove the Goods from the location specified above without the prior written consent of Seller; (d) the address(es) so specified at the beginning of this Contract (on the reverse side hereof) is Buyers' sole place of business and, that so specified is Buyer's residence; (e) Buyer will immediately advise Seller in writing of any change in Buyer's residence, or of any change of Buyer's place of business, or of the opening of any new place of business, or if any change in Buyer's name, organization, identity, or Corporate structure; (f) no financing statement, continuation statement or other record or notice of lien covering the Goods or any proceeds thereof is on file in any public office; (g) Buyer has good and indefeasible title, free and clear of liens, encumbrances and security interests, in and to all of the property traded-in by Buyer to Seller under this Contract, and that Buyer has the right and power to transfer such title thereto to Seller; (h) Buyer will keep and maintain the Goods in good operating condition and repair and make all necessary replacements thereto so that the value and operating efficiency thereof will at all times be maintained and preserved; (i) Buyer will keep the Goods free from all liens, encumbrances and security interests other than that of Seller; (j) Buyer will pay promptly when due all fees, taxes and assessments upon the Goods, this Contract, or with respect to the use, ownership or operation of the Goods; (k) Buyer will not use the Goods illegally, nor dispose of the Goods, nor permit the Goods to become fixtures to real estate or accessions to other goods; and (l) Buyer will acquire, at its own cost and expense, all permits, licenses and certificates of title required by law with respect to the Goods or their use, ownership or operation.

4. **RISK OF LOSS.** All risk of loss, damage or destruction to any or all of the Goods will be borne, at all times, by Buyer.

5. **INSURANCE.** Until repayment of Buyer's Liabilities, Buyer, at its expense, will obtain and maintain the following insurance (without coinsurance by Buyer) with such insurers as are satisfactory to Seller: (a) upon the Goods against loss or damage by fire, theft, and all other hazards and risks ordinarily subject to extended coverage insurance and against such other hazards and risks as Seller may request, in amounts not less than the full replacement value of the Goods or the unpaid balance owing hereunder by Buyer to Seller, whichever is greater; and (b) for public liability and property damage relating to the ownership and use of the Goods whether by Seller, Buyer, or third parties for at least the amount specified herein as the Time Price. Seller's acceptance of policies in lesser amount of risks than required hereby shall not constitute a waiver by Seller of any obligation of Buyer hereunder. All such policies will contain an endorsement, in form acceptable to Seller, showing loss payable to Seller and its assignee, if any, as their respective interests may appear and will be non-cancellable except upon written notice to Seller and its assignee. Buyer will deliver to Seller certified copies of such policies of insurance and evidence of payment of all premiums.

To secure the payment of Buyer's Liabilities, Buyer: (i) assigns to Seller the right to receive the proceeds of the aforesaid policies; (ii) directs all insurers to pay all proceeds of the aforesaid policies directly to Seller; (iii) appoints Seller its attorney for the purpose of making, settling and adjusting claims under said policies, endorsing the name of Buyer on any check, draft, instrument, or other item of payment for the proceeds of said policies and for determining whether to replace the Goods or take cash; and (iv) grants to Seller a security interest in and to all of said policies and the proceeds thereof. Proceeds of the aforesaid policies may be applied by Seller, upon receipt, in any manner determined by Seller to Buyer's Liabilities and the balance of such proceeds, if any, remaining after such application will be remitted by Seller to Buyer.

6. **DEFAULT.** Each of the following events will constitute an event of default hereunder (hereinafter called a "Default"): (i) failure of Buyer to pay any of Buyer's Liabilities on the date when the same are due or declared due; (ii) failure of Buyer to perform, keep or observe any term, provision, warranty or condition contained herein, or in any other contract, agreement, instrument or document heretofore, now or hereafter executed by Buyer and delivered to Seller, which term, provision, warranty or condition is required to be performed, kept or observed by Buyer; (iii) at any time or times now or, hereafter any warranty, representation, statement, report or certificate now or hereafter made or furnished to Seller by or on behalf of Buyer is not true and correct; (iv) at any time or times hereafter Seller shall, in good faith, determine it is insecure with respect to the payment from Buyer to Seller of any of Buyer's Liabilities; (v) all or any part of the property of Buyer is attached, seized, subject to a writ or distress warrant, or is levied upon, or comes within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors; (vi) the death of Buyer or any co-signer; (vii) the filing or commencement of any application or proceeding by or against Buyer or any co-signer for dissolution or liquidation; (viii) the filing by or against Buyer or any co-signer of any proceeding under the Bankruptcy Act or for the appointment of a receiver, trustee or custodian for all or any part of the property of Buyer or any co-signer; (ix) the making by Buyer or any co-signer of an assignment for the benefit of creditors; (x) the attempt by Buyer or any co-signer to make an adjustment, settlement, or extension of debts with creditors; (xi) the filing of a notice of tax lien against Buyer or any co-signer or the existence of any lien, security interest or encumbrance with respect to the Goods; (xii) Buyer is enjoined, restrained or in any way prevented by court order or otherwise from conducting all or any part of its business affairs in the ordinary course.

Upon a Default, Seller may, at its election, without notice of its election and without demand, do any one or more of the following, all of which are hereby authorized by Buyer: (i) declare all unpaid installments of the Time Price Balance immediately due and payable; (ii) declare all other of Buyer's Liabilities immediately due and payable; (iii) enter, with or without process of law, any premises where the Goods might be and without breach of the peace take possession of the Goods and store them on said premises, without charge or liability to Seller therefor, or remove the Goods to such other place or places as Seller deems convenient, all until foreclosure, sale, lease or other disposition of the Goods by Seller; (iv) take possession of all or part of the premises where the Goods are located and place a custodian in exclusive control thereof; (v) sell or otherwise dispose of the Goods at public or private sale in accordance with applicable law, for cash or credit at the election of Seller (but Buyer shall be credited with the net proceeds of any such sale only when said proceeds are actually received by Seller), and Seller may become the purchaser at any such sale if permissible under applicable law; (vi) exercise any or all of the rights accruing to a secured party under the Uniform Commercial Code and any other applicable law upon default by a debtor. Buyer will, if Seller requests, assemble the Goods and make them available to Seller at a place to be designated by Seller which is reasonably convenient to Seller and Buyer.

Buyer will pay Seller any deficiency that may remain after Seller credits Buyer's Liabilities in the net amount of any proceeds received by Seller through Seller's exercise of any or all of its rights or with any amounts received by Seller from the sale, lease or other disposition of the Goods by a receiver, trustee, custodian or auctioneer. All Seller's rights under this Contract are cumulative.

Any notice of foreclosure, sale, lease or other disposition of the Goods or any other intended action by Seller with respect to the Goods or this Contract, sent to Buyer at its principal place of business as specified on the reverse side hereof, or such other address of Buyer as may from time to time be shown on Seller's records, at least five (5) days prior to such action will constitute reasonable and fair notice to Buyer of any such action and will be deemed to have been received by Buyer two (2) days after the date such notice is deposited in the United States mail.

To the extent permitted by applicable law, Buyer hereby waives and releases Seller of and from any and all liabilities or penalties for failure of Seller to comply with any statutory or other requirement imposed on Seller relating to notices of sale, holding of sale, or reporting of any sale, and Buyer waives all rights of redemption from any such sale. In the event Seller seeks to take possession of the Goods by replevin or other court process, Buyer hereby irrevocably waives any bonds, and any surety or security relating thereto, required by any statute, court rule or otherwise as an incident to such possession, and waives any demand for possession prior to the commencement of any suit or action to recover possession of the Goods and waives the right to trial by jury with respect thereto and in any other action in which the Seller is a party. To the extent permitted by applicable law, Buyer hereby waives the application of and all of its rights and powers under all statutes of limitation and similar statutes and laws as to this Contract and all portions thereof.

7. COSTS, EXPENSES AND ATTORNEYS' FEES. If at any time or times hereafter Seller employs counsel for advice with respect to this Contract, or to intervene, file a petition, answer, motion or other pleadings in any suit or proceeding relating to this Contract, or relating to the Goods or any of such collateral, or to attempt to enforce the security interest in said Goods or any such collateral, or to represent Seller in any pending or threatened litigation with respect to the affairs of Buyer, or to enforce any rights of Seller or the payment of Buyer's Liabilities, then in any of such events, all of the reasonable attorneys' fees arising from such services, and any expenses, costs and charges relating thereto, will be an addition to Buyer's Liabilities, payable on demand.

#### 8. MISCELLANEOUS

(a) Loss or damage to the Goods will not release Buyer from any obligation, undertaking, warranty, representation or covenant contained or made herein by Buyer. (b) Repairs to the Goods and to any attachments, replacements, additions, accessions or substitutions thereto will be at Buyer's expense and will constitute a part of the Goods, subject to the terms of this Contract. (c) No provision or term of this Contract will be of any effect in any state or other jurisdiction in which the inclusion thereof would affect the validity or enforcement of this Contract, but, in any such case, all of the remaining provisions and terms hereof shall subsist and be effective according to the tenor of this Contract, the same as though such other provision or term had never been included herein. (d) This Contract contains the full, final and exclusive statement of the contract of the parties relating to the purchase of the Goods and will not be modified by trade usage or course of performance. The failure at any time or times hereafter to require strict performance by Buyer of any of the provisions, warranties, terms and conditions contained in this Contract or any other contract, agreement, instrument or document now or hereafter executed by Buyer and delivered to Seller will not waive or diminish any right of Seller hereafter to demand strict compliance and performance therewith and with respect to any other provisions, warranties, terms and conditions contained in such contracts, agreements, instruments and documents, and any waiver of any default will not waive or affect any other default, whether prior or subsequent thereto. None of the provisions and terms contained in this Contract or any other contract, agreement, instrument or document now or hereafter executed by Buyer and delivered to Seller will be deemed to have been waived by any act or knowledge of Seller, its agents, officers or employees, but only by an instrument in writing signed by an officer of Seller and directed to Buyer specifying such waiver. (e) Buyer will execute and deliver to Seller concurrently herewith, and at any time or times hereafter at the request of Seller, all financing statements, security agreements, notices, renewal financing statements and notices, and all other documents as Seller may request, in form satisfactory to Seller, to perfect and maintain perfected under all applicable laws the security interests granted by Buyer to Seller hereunder. Seller and its assignee, if any, are hereby each appointed Buyer's attorney-in-fact to do all acts and things which Seller or said assignee may deem necessary to perfect and maintain perfected said security interests and to protect the Goods. (f) If there is more than one signer of this Contract, whether as Buyer or co-signer, their obligations shall be joint and several. (g) The term "Buyer" shall include each Buyer and co-signer jointly and severally. (h) Seller or any of its agents will have the right at any time or times hereafter, during Buyer's reasonable business hours, to examine and inspect any or all of the Goods. (i) In the event Buyer fails to pay any tax, assessment, levy or charge or to discharge any lien upon any or all of the Goods or in the event Buyer fails to obtain or maintain any insurance required to be obtained or maintained by Buyer hereunder, then, in any such event, Seller, without waiving or releasing any obligation or default of Buyer hereunder, may at any time or times hereafter, but will be under no obligation to do so, obtain and maintain such insurance, make such payment, settlement, compromise, or release or cause to be released any such lien and take any such other action with respect thereto which Seller deems advisable. All sums paid by Seller in satisfaction of or on account of any of the foregoing, and any expenses and reasonable attorney's fees relating thereto, will be additions to Buyer's Liabilities, payable on demand. (j) Buyer will obtain and immediately deliver, or cause to be delivered to Seller, waivers of any rights in and to the Goods from all owners and mortgagees of the real estate upon which the Goods are or are to be located. (k) Buyer waives all exemption and homestead laws. (l) Buyer will from time to time at the request of Seller immediately deliver to Seller such financial statements, reports, data and information as is requested. (m) The signature of any officer or managing agent of Buyer, if Buyer is a corporation, or of any partner or managing agent, if Buyer is a partnership or firm, on this Contract, on any receipt for the acceptance of the Goods, or any portion thereof, acknowledging that the Goods are in acceptable condition, or on any one or more statements, reports, agreements, waivers, instruments or documents, now or from time to time hereafter executed in the name of Buyer and delivered to Seller, will be binding upon Buyer. (n) Buyer has the capacity and power and is duly authorized to enter into this Contract and to execute and deliver the same to Seller. (o) Seller will have the right to proceed against any one or more Buyers and/or any one or more co-signers without first exhausting any other remedy available to Seller and/or to proceed against Buyer or the Goods. (p) For purposes of determining the amount of Buyer's Liabilities, the receipt of any check or any other item of payment on account of Buyer's Liabilities will not be considered a payment on account thereof until such check or other item of payment is honored when presented for payment. (q) Buyer irrevocably agrees that Seller shall have the continuing exclusive right to apply and reapply any and all such payments received by Seller from or for the account of Buyer at any time or times hereafter in any manner as Seller may deem advisable, notwithstanding any entry by Seller upon any of its books and records and notwithstanding any designation made by Buyer.

In the event of an assignment of this contract by Seller, Seller may direct Buyer and Buyer shall be obligated to make all future installment payments hereunder directly to Seller's assignee.

[FOR USE IN CODE STATES, MUST BE USED IN: ALABAMA, ALASKA, ARKANSAS, CALIFORNIA, DELAWARE, DISTRICT OF COLUMBIA, FLORIDA, GEORGIA, ILLINOIS, INDIANA, IOWA, KENTUCKY, MAINE, MICHIGAN, MINNESOTA, MISSISSIPPI (EFF. 4/1/68), NEVADA (EFF. 3/1/67), NEW HAMPSHIRE, NEW JERSEY, NEW MEXICO, NEW YORK, NORTH CAROLINA (EFF. 7/1/67), OKLAHOMA, OREGON, PENNSYLVANIA, SOUTH CAROLINA (EFF. 1/1/68), SOUTH DAKOTA (EFF. 7/1/67), TENNESSEE, TEXAS, VERMONT, VIRGINIA, WEST VIRGINIA, WASHINGTON (EFF. 7/1/67), WISCONSIN AND WYOMING.]



277236

<b>This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.</b>		<b>No. of Additional Sheets Presented:</b>
<b>(1) Debtor(s) (Last Name First) and Address(es):</b> The Driggs Corporation 8700 Ashwood Drive Capitol Heights, MD 20743 MACHINE LOCATED IN ANNAPOLIS, MD M-34687-1	<b>(2) Secured Party(ies) (Name(s) And Address(es):</b> Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	RECORD FEE 11.00 POSTAGE .50 #354090 0777 R03 T15:01 05/09/99 H. EARLE SCHAFER AA CO. CIRCUIT COURT For Filing Officer
<b>(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).</b>	<b>(4) Assignee(s) of Secured Party, Address(es):</b>	
<b>(5) This Financing Statement Covers the Following types [or items] of property.</b> One (1) New Caterpillar Model #D6H Tractopr S/N 3ZF00833 One (1) Caterpillar Model #6SU Bulldozer S/N 1CH01616		
NOT SUBJECT TO RECORDATION TAX		
<input type="checkbox"/> Products of the Collateral Are Also Covered.		
<b>(6) Signatures: Debtor(s)</b> The Driggs Corp. Reginald Burner V.P. (By) <i>Reginald Burner</i> Standard Form Approved by N.C. Sec. of State and other states shown above.	<b>Secured Party(ies) [or Assignees]</b> Alban Tractor Co., Inc. (By) <i>[Signature]</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)	
UCC-1		

(1) Filing Officer Copy - Numerical



277237

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): The Driggs Corporation 8700 Ashwood Drive Capitol Heights, MD 20743 M-34735-1 MACHINE LOCATED UN Severna Park, MD	(2) Secured Party(ies) (Name(s) And Address(es): Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	RECORD FEE 11.00 POSTAGE .50 #354100 0717 R03 T15:01 05/09/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3(b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	For Filing Officer
(5) This Financing Statement Covers the Following types [or items] of property.  NOT SUBJECT TO RECORDATION TAX		
<input type="checkbox"/> Products of the Collateral Are Also Covered.		
(6) Signatures: Debtor(s) <u>The Driggs Corp</u> Reginald Burner V.P. (By) <u>R. Burner</u> Standard Form Approved by N.C. Sec. of State and other states shown above.	Secured Party(ies) [or Assignees] Alban Tractor Co., Inc. (By) <u>Alban Tractor Co., Inc.</u> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)	
UCC-1		
(1) Filing Officer Copy - Numerical		

277238

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

(1) Debtor(s) (Last Name First) and Address(es):  
The Driggs Corporation  
8700 Ashwood Drive  
Capitol Heights, MD 20743  
MACHINE LOCATED IN ODENTON  
MD M-34726-1

(2) Secured Party(ies) (Name(s) And Address(es):  
Alban Tractor Co., Inc.  
P. O. Box 9595  
Baltimore, MD 21237

(3) (a) ☐ Collateral is or includes fixtures.  
(b) ☐ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c) ☐ Crops Are Growing Or To Be Grown  
On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

For Filing Officer

RECORD FEE 11.00  
POSTAGE .50  
#354110 0777 R03 T15:02  
05/09/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

BL  
CLERK

(5) This Financing Statement Covers the Following types (or items) of property.

One (1) New Caterpillar Model # D6D Tractor S/N 3ZF00839  
One (1) Caterpillar Model #6SU Bulldozer S/N 1 CH01619

NOT SUBJECT TO RECORDATION TAX

☒ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

The Driggs Corp.

(By) Reginald Burner, P.P.

Standard Form Approved by N.C. Sec. of State and other states shown above.

Secured Party(ies) (or Assignees)  
Alban Tractor Co., Inc.

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction and ☒

☐ Collateral Is Brought Into This State  
☐ Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

(1) Filing Officer Copy - Numerical

277239

<b>This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.</b>		<b>No. of Additional Sheets Presented:</b>
<b>(1) Debtor(s) (Last Name First) and Address(es):</b> Kemco Contractors, Inc. 3904 Taylor Avenue Baltimore, MD 21236 MACHINE LOCATED AT THE NAVAL ACEDEMY, ANNA P, MD M-34925-1	<b>(2) Secured Party(ies) (Name(s) And Address(es):</b> Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	<b>RECORD FEE</b> 11.00 <b>POSTAGE</b> .50 #354120 0777 R03 115403 05/09/89 <b>For Filing Officer</b> H. ERLE SCHAFER AA CO. CIRCUIT COURT
<b>(3) (a) <input type="checkbox"/> Collateral is or includes fixtures.</b> <b>(b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered</b> <b>(c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5).</b> If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	<b>(4) Assignee(s) of Secured Party, Address(es):</b>	
<b>(5) This Financing Statement Covers the Following types [or items] of property.</b> One (1) New Caterpillar Model #D4H Tractor S/N 8PB03133		
AA CO.		
NOT SUBJECT TO RECORDATION TAX		
<input checked="" type="checkbox"/> Products of the Collateral Are Also Covered.		
<b>(6) Signatures: Debtor(s)</b> Kemco Contractors, Inc. Russell C. Bull-V.P. (By) <i>[Signature]</i> Standard Form Approved by N.C. Sec. of State and other states shown above.	<b>Secured Party(ies) [or Assignees]</b> Alban Tractor Co., Inc. (By) <i>[Signature]</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)	UCC-1
(1) Filing Officer Copy - Numerical 1150		



277240

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

(1) Debtor(s) (Last Name First) and Address(es): The Driggs Corporation 8700 Ashwood Drive Capitol Heights, MD 20743 M-34833-1 MACHINE LOCATED IN ANNAPOLIS JUNCTION MD-AA COUNTY	(2) Secured Party(ies) (Name(s) And Address(es): Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	No. of Additional Sheets Presented:
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	
(5) This Financing Statement Covers the Following types [or items] of property. One (1) New Caterpillar Model #D4C Track Type Tractor S/N 1RJ00743		

RECORD FEE 11.00  
POSTAGE .50  
#354130 0777 R03 T15:03  
05/09/89

For  
Filing  
Officer H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

~~XX~~ Products of the Collateral Are Also Covered.

NOT SUBJECT TO RECORDATION TAX



The Driggs Corp.

(By) Reginald Burner - SR.V.P.

Standard Form Approved by N.C. Sec. of State  
and other states shown above.

(1) Filing Officer Copy - Numerical 1152

Alban Tractor Co., Inc.

Secured Party(ies) [or Assignees]

(By) *M. M. W.*

Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction  
and ☒ ☐ Collateral Is Brought Into This State  
☐ Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1



LIBER 541 PAGE 124

FINANCING STATEMENT

277241

1. ☐ To Be Recorded in the Land Records.
2. ☒ To Be Recorded among the Financing Statement Records.
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

5. Debtor(s) Name(s)  
Garon's Furniture Company, Inc.

Address(es)  
2567 Solomons Island Road  
Annapolis, Maryland 21401



RECORD FEE 11.00  
POSTAGE .50

6. Secured Party  
Provident Bank of Maryland  
Attention: D. Krugman, Loan Operations Specialist  
Type name & title

Address  
114 East Lexington Street  
Baltimore, Maryland 21202

RECEIVED 0777 R03 115:04  
05/09/89

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☒ A. *Inventory*. All of the inventory of each Debtor, wherever located, both now owned and hereafter acquired, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ C. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual and contract rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ D. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ E. *All Equipment and Fixtures*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ F. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. *Proceeds*. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is(are) \_\_\_\_\_.

Debtor(s):

Garon's Furniture Company, Inc.

(Seal)

By:

Ronald B. Levine, President

(Seal)

(Seal)

Gary J. Levine, Vice President  
Type name and title

Mr. Clerk: Please return to Provident Bank of Maryland to the officer and at the address set forth in paragraph 6 above.

Please return Recorded Documents to:  
Dennis R. Krugman/HQCR  
PROVIDENT BANK OF MARYLAND  
P.O. Box 1661  
Baltimore, Maryland 21203-1661

Form No. 3440(1987)

## FINANCING STATEMENT - FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐This financing statement Dated April 4, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Patrick J. BudowskiAddress 1678 Fallsway Drive, Crofton, Maryland 21114

## 2. SECURED PARTY

Name Chrysler First Financial Services Corporation (Delaware)Address 804 W Diamond Ave., Suite 300, Gaithersburg, Maryland 20878

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) April 4, 1992

4. This financing statement covers the following types (or items) of property: (list)

1- IMB P. C. AT with 30 MB Hard Drive and Monitor, Ser# 5170-7254499

1- Hewlett Packard Laserjet 2686A, Ser# 2602J70415

RECORD FEE 11.00  
 BL POSTAGE .50  
 CLERK 2354150 C777 R03 T15:05  
 03/09/89

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)H. ERLE SCHAFER  
CIRCUIT COURT☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Patrick J. Budowski

(Signature of Debtor)

Patrick J. Budowski

Type or Print Above Signature on Above Line

(Signature of Debtor)

Charles Thomas Moore

(Signature of Secured Party)

Charles Thomas Moore, Branch Manager

Type or Print Above Signature on Above Line

Chrysler First Financial Services Corporation (Delaware)Charles Thomas Moore, Branch Manager

Type or Print Above Name on Above Line

Chrysler First Financial Services Corporation (Delaware)



277243

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name TransFinancial Leasing Corp.Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

## 2. SECURED PARTY

Name James Madison Financial CorporationAddress 1730 M Street N.W., Madison National 2nd FloorWashington, DC 20036

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to James Madison Financial Corporation of certain lease payments under certain True Lease Assignment dated 9/16/88, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT# 881011 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated March 3, 1989 between Assignor and Assignee:

(1) One BTE Simulator WS-20

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James Madison Financial Corporation

(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed in Anne Arundel County

11

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

## 2. SECURED PARTY

Name James Madison Financial Corporation  
Address 1730 M Street N.W., Madison National 2nd Floor  
Washington, DC 20036  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to James Madison Financial Corporation of certain lease payments under certain True Lease Assignment dated October 20, 1988, Schedule # N/A, dated N/A, between Assignor as Lessor and LEASE ACCOUNT# 881015 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated March 3, 1989 between Assignor and Assignee:

(1) One WS-20 BTE Simulator



RECORD FEE 11.00  
#354170 0777 R03 715:06  
05/09/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro, III  
(Signature of Debtor)

Frank J. Sarro, III, President  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

James Madison Financial Corporation

Dennis B. Kohan, AVA  
(Signature of Secured Party)

Dennis B. Kohan, AVA  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

277245

BOOK -541 PAGE 128

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name TransFinancial Leasing Corp.Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

## 2. SECURED PARTY

Name James Madison Financial CorporationAddress 1730 M Street N.W., Madison National 2nd FloorWashington, DC 20036

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to James Madison Financial Corporation of certain lease payments under certain True Lease Assignment dated November 11, 1988 Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT# 881016 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated March 3, 1989 between Assignor and Assignee:

- (1) One BTE Simulator WS-20 with quest system  
 (1) One Bolt Box

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James Madison Financial Corporation

(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed Anne Arundel County

RECORDED  
 11.00  
 8354180 CT77 R03 T13:06  
 05/09/89  
 H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT

BL  
CLERK



## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name I.I.T. Research Institute

Address 185 Admiral Cochrane Drive; Annapolis, MD 21401

## 2. SECURED PARTY

Name Vendor Funding Co., Inc.

Address 3333 New Hyde Park Road, New Hyde Park, NY 11042

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Linotronic 200P Laser Imagesetter  
PostScript Fonts

Serial Number: 90263861

RECORD FEE 11.00  
POSTAGE .50  
#354190 0777 R03 T15+23  
05/09/89



H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

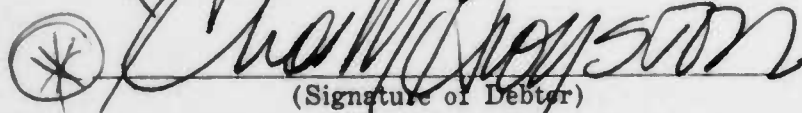
CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

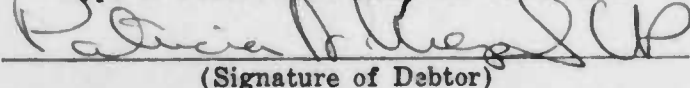
☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

  
(Signature of Debtor)

CHAS. M. GRAYSTON

Type or Print Above Name on Above Line

  
(Signature of Debtor)

Patricia A. Knapik

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

1150

277247

# FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at \_\_\_\_\_
2. ☒ To Be Recorded among the Financing Records at Anne Arundel County
3. ☐ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ 13,600.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to AA County

5. Debtor(s) Name(s): Hardin Kight Associates, Inc. Address(es): 836 Ritchie Highway, Suite 5  
Severna Park, Maryland 21146

5a. (Required for farm products) Debtor's Social Security or I.R.S. tax I.D. No. \_\_\_\_\_

6. Secured Party: Maryland National Bank Address: Department Crofton  
Post Office Box 987, Mailstop 500504  
Attention: M. Faye Hughes Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_  
(to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Hardin Kight Associates, Inc.

Secured Party: Maryland National Bank

By: Stephen E. Kight, Pres. (Seal)  
Type name and title, if any

By: M. Faye Hughes (Seal)  
Type name and title

By: \_\_\_\_\_ (Seal)  
Type name and title, if any

M. Faye Hughes, Assistant Vice Pres.  
Type name and title

MARYLAND NATIONAL BANK

11-98-52

RECORD FEE 11.00  
RECORD TAX 98.00  
TOTAL 109.00  
PAID BY DEBTOR 11/17/89  
BL CLERK

## MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

## SCHEDULE A

This is the Schedule A to:

- ☐ a deed of trust
- ☐ an indemnity deed of trust
- ☐ a security agreement
- ☒ a financing statement
- ☐ \_\_\_\_\_

dated April 7, 19 89, and executed by Hardin Kight Associates, Inc.

\_\_\_\_\_  
("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

## Property Description (continued):

- 1 WX1000 Stormscope System serial #'s UWA10800184, UWD10800184  
UWP10800184
- 2 IBM Model 30 computers 640K Ram 20M Hard Drive 1-720K Diskette Drive
- 1 Panasonic KSP 1180 Printer
- 1 Murata F-30 Fax Machine

GRANTOR/DEBTOR  
Hardin Kight Associates, Inc.By: Stephen E. Kight (SEAL)Name: President

Title: \_\_\_\_\_

GRANTOR/DEBTOR

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.



UCC FINANCING STATEMENT

1. To be recorded among Financing Records.
2. The underlying transaction is not subject to Recordation Tax as it relates to a security interest taken or retained by the seller of collateral to secure all or part of the sale price; Annotated Code of Maryland, Tax-Property, section 12-108(K)(4).

3. DebtorsAddress

GEORGE I. FARRELL, JR.  
LYNN FARRELL

8004 Tick Neck Road  
Pasadena, Maryland 21122

GUS A. SERIO  
LINDA D. SERIO

100 Georgia Avenue  
Glen Burnie, Md. 21061

4. Secured Parties

JEROME R. DIGENNARO, SR.  
CHARLOTTE M. DIGENNARO

7625 Bay Street  
Pasadena, Md. 21122

JEROME R. DIGENNARO, JR.

7626 First Street  
Pasadena, Md. 21122

RECORD FEE 20.00  
PAGE .50  
#354210 DT77 R03 T15:28  
05/09/89  
ERLE SCHAFER  
CO. CIRCUIT COURT

5. This financing Statement covers the following property of the Debtor, and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- a. All those items listed on Schedule "A"
- b. All equipment and machinery, including power driven machinery and equipment, furniture and fixtures now owned or hereafter acquired, together with all replacements thereof, all attachments accessories, part and tools belonging thereto or for use in connection therewith.

BL  
CLERK

c. All inventory, raw materials work in process and supplies now owned or hereafter acquired.

DEBTOR;

George Leonard Farrell, Jr.  
GEORGE LEONARD FARRELL, JR.

Lynn Farrell,  
LYNN FARRELL,

Gus A. Serio  
GUS A. SERIO

Linda D. Serio  
LINDA D. SERIO

SECURED PARTY;

Jerome R. Digennaro, Sr.  
JEROME R. DIGENNARO, SR.

Charlotte M. Digennaro  
CHARLOTTE M. DIGENNARO

Jerome R. Digennaro, Jr.  
JEROME R. DIGENNARO, JR.

AFTER RECORDATION RETURN TO;

WILLIAM C. TREVILLIAN, ESQ.  
413 Crain Highway, SE  
Glen Burnie, Maryland 21061  
761-2430

SCHEDULE "A"

OUTSIDE

LIGHTED "LIQUOR" SIGN ON ROOF  
2 ROWS OF NEON LIGHTS IN FRONT WINDOWS

LIQUOR STORE FRONT- ALL LIGHTED HARDWOOD SHELVES BOTH SIDES OF STORE  
WITH 2 FREE STANDING WOOD SHELVES TO PUT MERCHANDISE ON BOTH SIDES.  
CEILING FANS - 3

AIR CONDITIONER

GRATES ON WINDOWS (KEEPS INSURANCE VERY LOW)

BURGULAR ALARM, MOTION DETECTORS, & 2 HOLD UP BUTTONS

CALCULATOR

CIGARETTE RACKS

WINE COOLER 4 X 8 REACH IN BOX WITH DOUBLE GLASS DOORS

REACH IN 3 FOOT SINGLE GLASS DOOR DAIRY BOX

6 GLASS DOOR WALK-IN BOX 14 X 10 FEET

2 REACH-IN GLASS DOOR COKE AND PEPSI BOXES

1 10 FOOT CHEST FREEZER WITH DOUBLE SLIDING DOORS

1 5 FOOT CHEST FREEZER WITH DOUBLE GLASS DOORS

CREDIT CARD MACHINE

30 HAND BEER PUMPS, SEVERAL DIFFERENT BEER TYPES

LOTTERY MACHINE

2 COMPUTOR LIQUOR STORE CASH REGISTERS

1 REGULAR CASH REGISTER

1 SAFE

1 CHECK CUTTING MACHINE FOR STORE

1 CHECK CUTTING MACHINE FOR MONEY ORDERS

3 HOT PLATE COFFE MAKER

ALL BEER, WHISKEY, WINE, SODA, & CIGARETTE INVENTORY

FIRE EXTINGUISHER

LIQUOR STORE BACK ROOM - 800 POUND PER DAY DOUBLE SOLID CUBE ICE MACHINE

DOUBLE HOLDING BINS FOR ICE

HOT WATER HEATER

SINGLE SINK

MOP SINK

2 WINE CHILLERS

1 BACK UP SCALE FOR DELI

2 10FOOT CHEST FREEZERS WITH GLASS DOORS

1 4 X 8 DOUBLE DOOR REACH IN STAINLESS STEEL REFRIGERATOR

HOLD UP ALARM



DELI -

2 10 FOOT DELI CASES  
 1 CASH REGISTER  
 3 SIX FOOT STAINLESS STEEL TABLES  
 COMPUTOR SCALE  
 MICROWAVE OVEN  
 ELECTRIC CAN OPENER  
 STAINLESS STEEL SLICER  
 TOMATOE SLICER  
 2 COMPLETE KNIFE SETS  
 STAINLESS STEEL TRAYS, BOWLS, POTS, AND UTENSILS  
 4 X 10 FOOT EXHAUSE HOOD WITH FIRE EXTINGUISHER  
 HENNY PENNY PRESSURE FRYER  
 3 X 3 STAINLESS STEEL TABLE  
 THREE COMPARTMENT STAINLESS STEEL SINK  
 3 X 4 REFRIGERATED TOP AND BOTTOM STAINLESS STEEL SANDWICH MAKER  
 POTATO SLICER  
 4 FT. CHEST FREEZER  
 4 X 8 REACH IN STAINLESS STEEL REFRIGERATOR WITH DOUBLE DOORS  
 3 X 6 HENNY PENNY HEATED DISPLAY CASE  
 SLUSH PUPPY MACHINE  
 2 CEILING FANS  
 DESK  
 SAFE (PURCHASED FROM A&P FOOD STORE)  
 10 X 10 REFRIGERATED WALK IN BOX  
 FIRE EXTINGUISHER  
 ALL SALADS, CHICKEN, POTATOES, LUNCH MEAT, AND MISC. SUPPLIES  
 TOASTER  
  
 2 HANDTRUCKS -- SPARE COMPUTOR CASH REGISTER IN BACK ROOM -- GROCERY CARTS  
 TRUCK BOX OF PLASTIC STINGERS -- SHRINK WRAPER -- VACUUM CLEANER -- WET  
 MOPS -- BUCKETS ON WHEELS WITH WRINGER -- ELECTRIC COMMERCIAL FLOOR POLISHER  
 ICED TEA DISPENSER -- CASES OF TUBES OF FLORESCENT LIGHTS SEVERAL SIZES.

AAG

LIBER 541 PAGE 136

## FINANCING STATEMENT

File No  
277249

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es)  The Kenne Company, Inc. 50 MD. Rt. 3 Suite 102 B Millersville, MD 21108	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203  Attn: <u>Mary Stafford</u>  Return to Secured Party
----------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

☐ A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

☒ B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

☒ C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

☐ D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

☐ E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.
5. This transaction (is) (~~is not~~) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ \_\_\_\_\_

RECORD FEE 11.00  
POSTAGE .50  
#354230 C777 R03 T15428  
05/09/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

DEBTOR:

The Kenne Co., Inc.  
(Type Name)  
By: [Signature]  
George R. Prout III, President  
By: \_\_\_\_\_

SECURED PARTY:

SIGNET BANK/MARYLAND  
By: [Signature]  
Owen A. McGlynn, Jr. - Vice President  
(Type Name)  
4/25 19 89  
(Date Signed by Debtor)

BL  
CLERK

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

0012-1671-0000/4

178

RECEIVED

MAY 3 1989

## FINANCING STATEMENT

277250

1. ☐ To be recorded in the Land Records.
2. ☒ To be recorded among the Financing Statement Records.
3. ☐ Not subject to Recordation Tax.
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 40,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

Anne Arundel County

## 5. Debtor(s) Name(s)

## Address(es)

William A. Brown & Marzie Brown  
T/A Brown Boys Marine Supply

668 Deale-Churchton Road  
Deale, Maryland 20751

## 6. Secured Party

First Annapolis Savings Bank, FSB

## Address

1832 George Avenue  
Annapolis, Maryland 21401

Attention: Carolyn Booker, Loan Processor  
(Type name & Title)

RECORD FEE 13.00  
RECORD TAX 280.00  
POSTAGE .50

#354240 CT/T R03 115:28

15/07/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☒ **A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☒ **B. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☒ **C. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ **D. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ **E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ **F. Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ **G. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors William A. Brown & Marzie Brown  
T/A Brown Boys Marine Supply

(Seal)

(Seal)

William A. Brown (Seal)  
William A. Brown

Marzie Brown (Seal)  
Marzie Brown

Mr Clerk: Please return to First Annapolis Savings Bank, FSB to the officer and at the address set forth in paragraph 6 above.





SCHEDULE A

All furniture now owned or hereafter acquired, together with all additions, all replacements thereof and substitutions therefore and all cash and non-cash proceeds and products thereof.

WRITER'S DIRECT DIAL NUMBER

MAIN OFFICE: 2024 WEST STREET, ANNAPOLIS, MARYLAND 21401  
ANNAPOLIS 266-6100 / BALTIMORE 841-6700 / WASHINGTON (301) 261-8800

• OPERATIONS CENTER 1832 GEORGE AVENUE, ANNAPOLIS, MARYLAND 21401  
• ANNAPOLIS 263-7771 / BALTIMORE 269-1108 / WASHINGTON (301) 261-2493

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any)
1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
TAG DOOR COMPANY, INC. 2903 E. 4th Ave. - Bldg. 6 Columbus, OH 43219 5047105-1/MS	CIRCLE BUSINESS CREDIT, INC. 5930 Sharon Woods Blvd. Columbus, OH 43229 4-21	RECORD FEE 11.00 POSTAGE .50 4354250 0777 R03 T15:29 MAY 18 89
4 This financing statement covers the following types (or items) of property: EQUIPMENT LOCATION: 190 H. Penrod Ct. - Glen Burnie, MD One (1) Used Clark Model C300Y50 Forklift, 5,000 lb. capacity, S/N: 465-197-4176		512-282
6 Complete only when filing with Judge of Probate: The initial indebtedness secured by the financing statement is \$		5 ASSIGNEE OF SECURED PARTY
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional Sheets presented:		RECORD FEE 10.00 POSTAGE .50 4354250 0777 R03 T15:29 05/09/89 H. ERLE SCHAEFER
Filed with: Clerk of the Circuit Court of Anne Arundel County - Annapolis, MD		AA CO. CIRCUIT COURT
TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.		
Date 4/10/89	By: Circle Business Credit, Inc. Mary Shimmer	
(3) Filing Officer - Acknowledgment.		(Signature of Secured Party or Assignee of Record. Not Valid Until Signed.)
Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.		

LIBER 541 PAGE 140

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es) Licensor Hutzler Brothers Company One East Joppa Road Dulaney Valley & Joppa Roads Towson, Maryland 21204	2 Secured Party(ies) and address(es) Licensee Shonac Corporation 1675 Watkins Road Columbus, Ohio 43207	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE - 10.00 POSTAGE .50 #354260 CTT ROS T15:30 CK 05/02/89 19.88 JULIE SCHAFER
This statement refers to original Financing Statement No. 274641 #372470 Dated September 23		
A. Continuation..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release..... <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:
D. Other..... <input checked="" type="checkbox"/> Cancellation The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.		
This Instrument Prepared By JOHN C. ROSSLER, VP-FINANCE SHONAC CORPORATION, 1675 WATKINS RD., COLUMBUS, OH Dated: 3-17, 19.89		
By:..... Signature(s) of Debtor(s) (If required by law)		
By:..... Signature(s) of Secured Party(ies)		
Filing Officer Copy — Alphabetical STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-3 This form of financing statement is approved by the Secretary of State National Graphics Corporation Form No. L8-16		



Debtor or Assignor Form

## MARYLAND FINANCING STATEMENT

- ☒ Not subject to Recordation Tax  
☐ Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_  
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

## DEBTOR

Howard County Landscape & Sodding  
Co., Inc.  
 \_\_\_\_\_ (Name)  
P.O. Box 187  
 \_\_\_\_\_ (Address)  
Jessup, Maryland 20794

## SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn: Stephanie Yancy  
 \_\_\_\_\_ (Name of Loan Officer)  
18 West Street  
 \_\_\_\_\_ (Address)  
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

A/R ONLY

RECORD FEE 11.00  
 POSTAGE .50  
 #354280 CTT7 R03 T15:36  
 05/09/89

(1) all of Debtor's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all of Debtor's other assets, specifically including (but not limited to) inventory and equipment, in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into the possession of Secured Party, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

BL  
CLERK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

## DEBTOR (OR ASSIGNOR)

Howard County Landscape & Sodding Co., Inc. (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Signature)  
William M. Armstrong, President  
 \_\_\_\_\_ (Print or Type Name)

## SECURED PARTY (OR ASSIGNEE)

\_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Signature)  
 \_\_\_\_\_ (Print or Type Name)

## FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at \_\_\_\_\_  
 2. ☒ To Be Recorded among the Financing Records at Anne Arundel County  
 3. ☐ Not subject to Recordation Tax.  
 4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 78,659.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): Maryland Pennysaver Group, Inc. Address(es): 1342 Charwood Road  
Hanover, Maryland 21076

5a. (Required for farm products) Debtor's Social Security or I.R.S. tax I.D. No. \_\_\_\_\_  
 6. Secured Party: Maryland National Bank Address: Department: Collateral Unit RECORD FEE 13.00  
P.O. Box 871 Mailstop 500-270 RECORD TAX 553.00  
 Attention: Lisa Edwards Annapolis, Maryland 21404 POSTAGE .50

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)  
 7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_  
 (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

SEE ATTACHED SCHEDULE A

Debtor: Maryland Pennysaver Group, Inc.

Secured Party: Maryland National Bank

By: Geoffrey K. Calderone, President (Seal)

By: Jan H. Sheehan (Seal)

By: \_\_\_\_\_  
 Type name and title, if any

By: \_\_\_\_\_  
 Type name and title

MARYLAND NATIONAL BANK

207-95 REV. 7/88

Mail To:  
 Maryland National Bank  
 Credit Collateral Unit  
 P.O. Box 871  
 Annapolis, Maryland 21404

13-  
 553-

BL  
 CLERK

MARYLAND PENNYSAYER GROUP, INC.

SCHEDULE-A

Card Access And Time & Attendance System-

Description:

345B	MICRO NODES
320	READERS
507864-001	MAG. SWIPE CARDS
50X-SFR	TRANSFORMERS
HT001	HEAT DETECTOR 190RR
SM-001	SMOKE DETECTOR
	POWER CABLE
	DATA CABLE
1402	ROFU LOCKS
1-AMP	TRANSFORMERS FOR LOCKS
1076W	CONTACTS
2400E	VOLKSMODEM
5705	GLASS BREAK DETECTORS
30XCONV	INTERFACE BOARD
	FALLCON II LOCKS
	CORBY KEYPAD
4590	PUSH PADDLE
PS500	MOTION DETECTOR

IBM/PC Voice Mail Hardware & Software Package-

Description:

- (1) INDTECH IBM PC/AT CLONE W/80286
- (1) PCIAM 330 MEG HARD W/ESDT CONTROLLER
- (1) INTERNAL MODEM
- (1) MEG OF RAM ON MOTHER BOARD
- (1) SERIAL PORT
- (1) PARALLEL PORT
- (1) 1.2 MEG FLOPPY
- (1) 238 WATT POWER
- MS DOS 3.2 SOFTWARE
- (1) SURGE PROTECTOR
- (2) NITA RECEPTIONIST AUDIOBOARDS
- (1) NITA RECEPTIONIST SOFTWARE PKG.

Telrad Telephone System-

Description:

- (1) TELRAD KEY BOX 24/64 KSU
- CONTROL CARD
- MAIN CONTROL CARD
- (1) TELRAD 24/64 POWER SUPPLY OPMX OPTION
- (1) TELRAD STANDARD DISPLAY TELEPHONE
- (1) TELRAD DSS/CONSOLE
- (6) SINGLE LINE W/TAP

Mail To:  
 Maryland National Bank  
 Credit Collateral Unit  
 P.O. Box 871  
 Annapolis, Maryland 21404



## SCHEDULE-A (CON'T)

Graphic Systems, Inc. Daylight Camera &amp; Dryer-

Description:

- (1) 89680 AGF RPS6100-S CAMERA
- (1) 78800 AGF WD37 WASHER-DRYER UNIT

Apple Computers (2)-

Description:

- (1) M5880 MAC PLUS, 1MB INCL. HYPERCARD  
SERIAL# F841GJA
- (2) MO219CSM 2MB MEM KIT, SUR MT
- (2) CN20B COMPUNET+ CONN KIT P8
- (1) M5880 MAC PLUS, 1MB INCL. HYPERCARD  
SERIAL# F841GJH

Lazer Printers (2)-

Description:

- (1) LASERWR PR ENG/LETTER CASSETT  
SERIAL# CA8391UM%
- (1) NTX BOARD, LASER 2
- (1) LASERWR PR ENG/LETTER CASSETT  
SERIAL# CA8391UN%
- (1) NTX BOARD, LASER 2

IBM Computer Terminal From Digital Technology International-

Description:

- (1) CLASSIFIED WORK STATION - IBM COMPUTER

IBM Computer From Digital Technology International-

Description:

- (1) 1620 WITH 85 MB DISK DRIVE AND 6 16 BIT  
AP BOARDS (SLAVE)
- (1) SOFTWARE LICENSE FOR TYPSETTER DRIVER
- (1) TAPE DRIVE
- (6) A/B SWITCH BOXES



Mail To:  
Maryland National Bank  
Credit Collateral Unit  
P.O. Box 871  
Annapolis, Maryland 21404

## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

LIBER 541 PAGE 145

Identifying File No.

277255

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name NARRAGANSETT CLOTHING COMPANY  
Address 590 Fish Road  
Tiverton, RI 02878

## 2. SECURED PARTY

Name SIGNAL CAPITAL CORPORATION  
Address Liberty Lane  
Hampton, NH 03842

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See attached Schedule A with all standard and accessory equipment and all additions, accessions, modifications, improvements, replacements, substitutions, and accessories, thereto and therefor, whether now owned or hereafter acquired, and the proceeds, products, and income of any of the foregoing.

Name and address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
#446780 C237 R02 T13:39  
05/10/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- ☐ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

Charles W. Hahn, Jr.  
(Signature of Debtor)

NARRAGANSETT CLOTHING COMPANY  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Victoria Reed  
(Signature of Secured Party)

SIGNAL CAPITAL CORPORATION

Type or Print Above Signature on Above Line

11/30



Signal Capital Corporation

Schedule A <sup>544</sup>Equipment <sup>146</sup>

re: UCC-1 Filing

with NARRAGANSETT CLOTHING COMPANY #01816-5

Qty.	Manufacturer and Description	Model No.	Serial No.	Equipment Location
30	Thirty new Fujitsu point of sale terminals with all standard and accessory equipment.	7990		**
	<p><del>** See attached location schedule **</del></p> <p>Fashion Festival 167 Jennifer Road Suite W Annapolis, MD 21401</p>			

SIGNAL CAPITAL CORPORATION

By: *Sandra Beck*

Title: *Asset*  
Equipment Finance Division

NARRAGANSETT CLOTHING COMPANY

By: *Charles W. Hines*

Title: *Treas*



AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 207-126 Rev. 2-84

LIBER 541 PAGE 147

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 218914 recorded in

Liber 390, Folio 85 on August 3, 1978 at A.A. County

1. DEBTOR(S):

Name(s) Robert R. Busch and Joan E. Busch

Address(es) 899 Holly Drive, Annapolis, Md. 21404

2. SECURED PARTY:

Name Maryland National Bank

Address 10 Church Circle

Annapolis, Md. 21404

Person and Address to whom Statement is to be returned if different from above.

Robert R. Busch and Joan E. Busch 321 Revell Highway, Annapolis, Md. 21401

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☒ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. ☐ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE 10.00

POSTAGE .50

9. SIGNATURES.

SECURED PARTY

Maryland National Bank

By

Richard C. Springer, Vice President

(Type, Name and Title)

#293160 0055 R04 113:42

05/10/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

DEBTOR(S)

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

10-50

## TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

## 1. This Termination Statement shall apply to Original Financing Statement:

File No. 250261 Dated January 6, 1981Record Reference Book No. 469, Page No. 125

## 2. DEBTOR is:

Name: Dairy King, Inc.  
(Last Name First)Address: 703 Nursery Road, Linthicum Heights, Maryland 21090

## 3. SECURED PARTY is:

Name: Herbert HalperinAddress: 2421 Schuster Drive, Cheverly, Maryland 20781

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

## RETURN TO:

Jonathan M. Genn, Esquire  
16th Floor  
100 South Charles Street  
Baltimore, Maryland 21201

SECURED PARTY:

Herbert Halperin  
Herbert Halperin

Date: May 10, 1989

Debtor or Assignor Form

## MARYLAND FINANCING STATEMENT

- ☒ Not subject to Recordation Tax  
☐ Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_  
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

## DEBTOR

Band, Lavis & Associates, Inc.  
Suite 203  
 (Name)  
900 Ritchie Highway  
 (Address)  
SEverna Park, Maryland 21146

## SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND  
 Attn: Catherine T. Lewis  
 (Name of Loan Officer)  
18 West Street  
 (Address)  
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

## ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated \_\_\_\_\_

RECORD FEE 11.00

POSTAGE .50

BL  
CLERK

#531130 0777 R01 T13#20

05/10/89

## DEBTOR (OR ASSIGNOR)

Band, Lavis & Associates, Inc. (Seal)  
Edward C.U. Band (Seal)  
 (Signature)  
EDWARD C.U. BAND  
 (Print or Type Name)

## SECURED PARTY (OR ASSIGNEE)

Mr. Erle Schaffer (Seal)  
AP LO. CREDIT COURT (Seal)  
 (Signature)  
 (Print or Type Name)

115



ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ LESSEE

Name Hearth and Home Distributors, Inc.  
Address 10305 Guilford Road, Annapolis Junction, MD 20701

2. ~~SECURED PARTY~~ LESSOR

Name General Electric Capital Corporation  
Address 600 W. Germantown Pike, Plymouth Meeting, PA 19462

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)  
One (1) IDEC MicroVAC 3500 16MB EDP Computer, as more fully described on Annex A attached hereto and made a part hereof, together with all plugs, cables, wiring and other ancillary equipment as included in the cost of the equipment, with all attachments, additions and accessories now or hereafter attached thereto and made a part thereof. This financing statement is being filed solely as a precaution if, contrary to the intention of the parties described above, the transaction relating to the property described herein is deemed to be other than a lease within the meanings of Section 1-201 (37) of the Uniformed Commercial Code.  
Recordation tax of \$460.35 to be paid on balance of \$139,091.00 to Maryland State.

Name and address of Assignee

RECORD FEE 11.00  
POSTAGE 50  
4551140 0777 R01 T13120  
05/10/89

H. ERLE SCHAFER  
CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Hearth and Home Distributors, Inc.

(Signature of ~~Debtor~~ LESSEE)

R. Wayne Newsome  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

General Electric Capital Corporation

(Signature of ~~Secured Party~~ LESSOR)

Dennis Duffany

Type or Print Above Signature on Above Line

BL  
CLERK

(6/87)

030000

ANNEX A  
TO  
SCHEDULE NO. Three (3)  
TO MASTER LEASE AGREEMENT  
DATED AS OF \_\_\_\_\_, 198

LIBER 541 PAGE 151

Description of Equipment

Manufacturer

Total Cost

One (1) IDEC MicroVAX 3500 16MB EDP Computer System

\$85,286.00

*Less Allowance*

*(8529.00)*

Including but not limited to the following:

One (1) 16MB Memory ECC	\$12,000.00
One (1) VMS V5.02 Media & Documentation	\$3,769.00
One (1) Upgrade Warranty for VMS	\$2,880.00
One (1) DECNET/PCSA Client Software Media	\$281.00
One (1) PC Network Integration Package	\$1,280.00
One (1) Attachment Unit Interface	\$54.00
One (1) VAX Basic License	\$9,731.00
One (1) VAX Basic Media & Documentation	\$913.00
One (1) Upgrade Warranty	\$300.00
One (1) LAT License	\$51.00
One (1) LAT Media & Documentation	\$408.00
One (1) Upgrade Warranty	\$240.00
One (1) 9-Track Tape Drive	\$7,610.00
One (1) MVIII Tape Controller	\$1,191.00
One (1) QT-14 Cable Kit	\$439.00
One (1) MVIII ESDI Controller	\$1,533.00
One (1) QD24 Cable Kit	\$351.00
One (1) 16 Port Server	\$5,101.00
One (1) Tape Cables	\$41.00
One (1) Drive Cables/Back Panels	\$146.00
One (1) 40" Cabinet	\$780.00
One (1) Filler Panel	\$24.00
One (1) Filler Panel	\$84.00
One Filler Panel	\$23.00
One (1) Word Perfece License for MV3500	\$8,000.00
One (1) 760MB Disk Storage	\$3,504.00
One (1) Integration Charges for Hardware	\$800.00
One (1) Integration Charges for Software	\$800.00

Together with all plugs, cables, wiring and other ancillary equipment as included in the cost of the equipment, with all attachments, additions and accessories now or hereafter attached thereto and made a part thereof.

Initials:

\_\_\_\_\_  
Lessor

  
\_\_\_\_\_  
Lessee

1060d

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) HAMPTON, RICHARD CHARLES HAMPTON, LINDA FAIES 228 MCKINTOSH DR GLEN BURNIE MO. 21061	2. Secured Party(ies) and address(es) JOHN DEERE CO. 1415-28 <sup>th</sup> STREET WEST DES MOINES IA 50365-0090	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 12.00 POSTAGE .50 #5-1150 0777 R01 T13422 05/10/89
4. This financing statement covers the following types (or items) of property: 1-1989 CAMO BEAT # MBVF2214L889 1-1989 JOHNSON MOTOR # 232687A 1-1989 TRAILER # 15UA22113KA855S119		5. Assignee(s) of Secured Party and Address(es) H. GALE LUTHER AA CO. CIRCUIT COURT

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.  
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented.

Filed with:

By: Richard C Hampton  
Linda Faies Hampton  
Signature(s) of Debtor(s)

By: JOHN DEERE COMPANY  
[Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical 1250

STANDARD FORM - FORM UCC-1.



UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 501 FOLIO 09 ON July 22, 1986 (DATE)

## 1. DEBTOR

Name Water Oak Forest Corporation, a Maryland corporationAddress 305 East Furnace Branch Road, Glen Burnie, Md 21061

## 2. SECURED PARTY

Name Provident Bank of MarylandAddress 114 East Lexington Street, Baltimore, MD 21202, Attn: Commercial Real Estate DepartmentDiversified Title Corporation, 10 E. Balto. St., Ste. 1212, Balto., MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<b>B. Partial Release</b> <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Exhibit A attached.
<b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)

RECORD FEE 10.00  
POSTAGE .50  
#56117 0777 R01 713:25  
05/10/89  
H. ERLE SCHAFER  
44 CO. CIRCUIT COURT

PROVIDENT BANK OF MARYLAND

Dated May 3, 1989By: Alex J. Guggenheim  
(Signature of Secured Party)  
**Alex J. Guggenheim**  
**Vice President**  
Type or Print Above Name on Above LineDIVERSIFIED TITLE CORPORATION  
10 EAST BALTIMORE STREET  
SUITE 1212  
BALTIMORE, MD 21202  
1560

Exhibit A

LIBER 541 PAGE 154

BEING KNOWN AND DESIGNATED as Lots Numbered 51 and 55 as shown on the Plats entitled "Chandler Point at Water Oak Forest. Plat 1 of 5" and "Chandler Point at Water Oak Forest. Plat 2 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107. folios 39 and 40. respectively.

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 519 FOLIO 155 ON October 21, 1987 (DATE)

## 1. DEBTOR

Name Water Oak Forest Corporation, a Maryland corporation  
Address 305 East Furnace Branch Road, Glen Burnie, MD 21061

## 2. SECURED PARTY

Name Provident Bank of Maryland  
Address 114 East Lexington Street, Baltimore, MD 21202 Attn: Commercial Real Estate Department  
Diversified Title Corporation, 10 E. Balto. St., Ste. 1212, Balto., MD 21202  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<b>B. Partial Release</b> <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Exhibit A attached.
<b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)

RECORD FEE 10.00  
POSTAGE .50  
R061150 C777 R01 113125  
05/10/89  
H. ERLE SCHAFER  
CIRCUIT COURT

PROVIDENT BANK OF MARYLAND

Dated May 3, 1989

By: Alex J. Guggenheim  
(Signature of Secured Party)  
Alex J. Guggenheim  
Vice President  
Type or Print Above Name on Above Line15.2  
DIVERSIFIED TITLE CORPORATION  
10 EAST BALTIMORE STREET  
SUITE 1212  
BALTIMORE, MD 21202



Exhibit A

LIBER 541 PAGE 156

BEING KNOWN AND DESIGNATED as Lots Numbered 51 and 55 as shown on the Plats entitled "Chandler Point at Water Oak Forest. Plat 1 of 5" and "Chandler Point at Water Oak Forest. Plat 2 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 40. respectively.

10.50

A.A. Co.

86-569

LIBER 541 PAGE 157

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

XXXXXX Book 504

FOLIO Page 305

Identification No. 264324

Dated 10/24/86

1. Debtor(s) { Enpro. Inc.  
Name or Names—Print or Type  
20-A Crane Highway North, Glen Burnie, MD 21061  
Address—Street No., City - County State Zip Code

2. Secured Party { HARBOR LEASING ASSOCIATES  
Name or Names—Print or Type  
701 CATHEDRAL STREET, BALTIMORE MD 21201  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <b>TERMINATION</b></p>



RECORD FEE 10.00

POSTAGE .50

#561200 C777 R01 T13:27

05/10/89

H. ERLE SCHAFER

Dated: 3/31/89

HARBOR LEASING ASSOCIATES

AA CO. CIRCUIT COURT

Name of Secured Party

Signature of Secured Party

MARK M. CAPLAN, PARTNER

Type or Print (Include Title if Company)

Lucas Bros. Form T-1

156

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-  
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here. ☐

This financing statement Dated April 20, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jafari, Robin, MD  
Address 51 Franklin Street, Annapolis, MD 21401

2. SECURED PARTY

Name GE Medical Systems  
Address PO Box 414(W520), Milwaukee, WI 53201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

GE RT 3200 Ultrasound System

1-H4008DF RT 3200 Console

1-H4061CB 3.5 MHz Convex Transducer

Name and address of Assignee

RECORD FEE 11.00

This equipment is covered under a conditional sales agreement.  
It is not subject to recordation tax.

05/10/89

H. ERLE SCHAFER

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X *Robin Jafari*  
(Signature of Debtor)

Robin Jafari, MD  
Type or Print Above Name on Above Line

(Signature of Debtor)

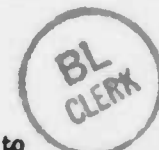
Type or Print Above Signature on Above Line

*Lynn C. Sinkovec*  
(Signature of Secured Party)

502221

*Lynn C. Sinkovec* 80-94810  
Type or Print Above Signature on Above Line

CO



11782



277260

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation  
Address 50 Rockefeller Plaza  
New York, NY 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
To secure assignment to Societe Generale Financial Corporation of certain lease payments under a certain Assignment dated 3/31/89, Schedule # 01, dated 3/31/89 between Assignor as Lessor and LEASE ACCOUNT # 023098 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 4/26/89 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

*Not subject to recordation tax*  
☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro, III  
(Signature of Debtor)

Frank J. Sarro, III, President  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Societe Generale Financial Corporation

K.R. Adams  
(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed in Anne Arundel County

BL  
CLERK

2378

1130


EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
	Smith Abbott Management software includes Membership, Events, and Accounting Systems, Lotus, Work Perfect, and Sidekick Software
	Novell Network including Software for three stations
(1) One	Wyse 386 computer with 2H memory, 62M disc, 1.2 meg floppy and DOS 3.2
(2) Two	IDS XT Turbo computers with 640K memory, mono monitor and 1.2 meg floppy
(2) Two	IDS XT Turbo computers with 640K memory, mono monitor, 1.2 meg floppy and 40 meg disc
(1) One	ALPS 970 printer
	Cables, printer switch box, 2400 baud modem and surge protectors

TransFinancial Leasing Corp.

BY: TITLE: President

Societe Generale Financial Corporation

BY: TITLE: 

This FINANCING STATEMENT is presented for filing pursuant to the California Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) CHARTER EQUIPMENT LEASING CORP.		1A. SOCIAL SECURITY OR FEDERAL TAX NO. 95-4166705	
1B. MAILING ADDRESS 8383 Wilshire Blvd.#614		1C. CITY, STATE Beverly Hills, CA	1D. ZIP CODE 90211
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME SOCIETE GENERALE FINANCIAL CORPORATION MAILING ADDRESS 50 Rockefeller Plaza CITY New York STATE NY ZIP CODE 10020		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).			

SEE ATTACHED SCHEDULE A

RECORD FEE 11.00

POSTAGE .50

4561230 0777 R01 113129

05/10/89



H. ERLE SCHAFER

2366

*Not subject to recordation tax*

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. <input type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5 (a) ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	<input type="checkbox"/> DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (n)	
9. SIGNATURE(S) OF DEBTOR(S) CHARTER EQUIPMENT LEASING CORP. TYPE OR PRINT NAME(S) OF DEBTOR(S) SIGNATURE(S) OF SECURED PARTY(IES) SOCIETE GENERALE FINANCIAL CORPORATION TYPE OR PRINT NAME(S) OF SECURED PARTY(IES)	DATE: 4/26/89	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)
11. Return copy to: NAME SOCIETE GENERALE FINANCIAL CORPORATION ADDRESS 50 Rockefeller Plaza CITY New York, NY 10020 STATE ZIP CODE		

FORM UCC-1—FILING FEE \$5.00  
Approved by the Secretary of State

(1) FILING OFFICER COPY

11:50



SCHEDULE "A"

LIBER 541 PAGE 162

Schedule forming part of Lease # 2471 between CHARTER EQUIPMENT LEASING CORP.,  
Lessor, and NATIONAL NAUTILUS & NUTRITION INC., Lessee.

ITEM

Description of Equipment

HOGGAN HEALTH INDUSTRIES INC.

SPRINT CIRCUIT SN#1394

- (1) BC-10 Bicep Curl
- (1) TP-20 Tricep Press
- (1) CP-30 Chest Press
- (1) HR-40 Horizontal Row
- (1) LP-50 Lat Pull
- (1) SP-60 Shoulder Press
- (1) CR-70 Calf Raise
- (1) QP-80 Qued Press
- (1) LC-90 Leg Curl
- (1) LE-100 Leg Extention
- (1) RC-110 Rotary Chest
- (1) TC-120 Trunk Curl

ABDOMINAL CIRCUIT TO INCLUDE:

- (1) 2065 CamStar Abdominal Trunk Curl
- (1) 2005 CamStar Lower Abdominal
- (1) 2025 CamStar Full Twisting Torso Conditioner

SN#1747, 1096, 1263

CAMSTAR w/Chrome Weights

- (1) 2005 Lower Abdominal
- (1) 2065 Abdominal Trunk Curl
- (1) 2025 Full Twisting Torso Conditioner

SN#1097, 1748, 1264

LIFE FITNESS

SEE ATTACHED SCHEDULE A Model 9000 S/N 93571, 93572, 93573, 93574 & 93575

LEWIS MEEDICAL

- (6) Monarch 817 Professional III Cycles S/N 47565, 47510, 47511, 47467, 47466 & 47508
- (2) Detecto 339 Scales
- (10) BRR Cycle Reading Racks

*Not subject to recordation tax*

BIO SIG MEDICAL INSTRUMENT

- (4) Bio Sig Model 203 Heart Monitors
- (2) Bio Sig Model 105 Heart Monitors

Accepted:

CHARTER EQUIPMENT LEASING CORP.

By: *Laurence Memmel*

Date

LESSEE:

NATIONAL NAUTILUS & NUTRITION INC.

By:

By:

By:

*Laurence A. Ray*

Date

Page of pages of this Schedule.

This FINANCING STATEMENT is presented for filing pursuant to the California Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) NATIONAL NAUTILUS & NUTRITION, INC		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS 7963 Baltimore & Annapolis Blvd.		1C. CITY, STATE Glen Burnie, MD	1D. ZIP CODE 21061
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME Charter Equipment Leasing Corp. MAILING ADDRESS 8383 Wilshire Blvd., Ste. #614 CITY Beverly Hills STATE CA ZIP CODE 90211		4A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A B A NO. 95-4166705	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME SOCIETE GENERAL FINANCIAL CORPORATION MAILING ADDRESS 50 Rockefeller Plaza CITY New York STATE NY ZIP CODE 10020		5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A B A NO.	

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

Equipment as described on Schedule A attached hereto and made a part hereof

*Not subject to recordation tax.*

including replacements, modifications, accessions, improvements, additions, alterations, supplements, and/or substitutions. Neither the execution nor filing of this financing statement shall in any manner imply that the relationship between the secured party and debtor is other than lessor and lessee respectively. This financing statement is filed solely to protect the interest of the parties in the event of unwarranted assertions by any third party.

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. <input type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5 (a) ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	<input type="checkbox"/> DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (n)	
9. SEE ATTACHED DATE: 4/25/89 SIGNATURE(S) OF DEBTOR(S) NATIONAL NAUTILUS & NUTRITION, INC. TYPE OR PRINT NAME(S) OF DEBTOR(S) SIGNATURE(S) OF SECURED PARTY (IES) Charter Equipment Leasing Corp. TYPE OR PRINT NAME(S) OF SECURED PARTY (IES)		10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER). C O D E 1 2 3 4 5 6 7 8 9 0
11. Return copy to: NAME ADDRESS SOCIETE GENERALE FINANCIAL CORPORATION CITY 50 Rockefeller Plaza STATE New York, NY 10020 ZIP CODE		

FORM UCC-1—FILING FEE \$5.00  
Approved by the Secretary of State

(1) FILING OFFICER COPY

115.50

SCHEDULE "A"

LIBER 541 PAGE 164

Schedule forming part of Lease # 2471 between CHARTER EQUIPMENT LEASING CORP.,  
Lessor, and NATIONAL NAUTILUS & NUTRITION INC., Lessee.

ITEM	Description of Equipment
HOGGAN HEALTH INDUSTRIES INC.	
<u>SPRINT CIRCUIT SN#1394</u>	
(1) BC-10 Bicep Curl	(1) ABDOMINAL CIRCUIT TO INCLUDE:
(1) TP-20 Tricep Press	(1) 2065 CamStar Abdominal Trunk Curl
(1) CP-30 Chest Press	(1) 2005 CamStar Lower Abdominal
(1) HR-40 Horizontal Row	(1) 2025 CamStar Full Twisting Torso Conditioner
(1) LP-50 Lat Pull	
(1) SP-60 Shoulder Press	SN#1747, 1096, 1263
(1) CR-70 Calf Raise	
(1) QP-80 Qued Press	CAMSTAR w/Chrome Weights
(1) LC-90 Leg Curl	(1) 2005 Lower Abdominal
(1) LE-100 Leg Extention	(1) 2065 Abdominal Trunk Curl
(1) RC-110 Rotary Chest	(1) 2025 Full Twisting Torso Conditioner
(1) TC-120 Trunk Curl	SN#1097, 1748, 1264

LIFE FITNESS

(5) Lifecycle Model 9000 S/N 93571, 93572, 93573, 93574 & 93575

LEWIS MEEDICAL

(6) Monarch 817 Professional III Cycles S/N 47565, 47510, 47511, 47467, 47466 & 47508  
(2) Detecto 339 Scales  
(10) BRR Cycle Reading Racks

BIO SIG MEDICAL INSTRUMENT

(4) Bio Sig Model 203 Heart Monitors  
(2) Bio Sig Model 105 Heart Monitors

Accepted:

CHARTER EQUIPMENT LEASING CORP.

By: Laurence A. Ray  
4/24/89  
Date

LESSEE:

☒ NATIONAL NAUTILUS & NUTRITION INC.

By: Laurence A. Ray  
By: \_\_\_\_\_  
March 24, 1989  
Date

Page      of      pages of this Schedule.



H113459

LIBER 541 PAGE 165

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 409

Page No. 203

Identification No. 226244

Dated June 6, 1979

1. Debtor(s)

{ Stanley Sieradzki, Jr. and Frances Sieradzki  
Name or Names—Print or Type  
{ 336 Regina Court Millersville, Maryland 21108  
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party

{ Sears, Roebuck and Company  
Name or Names—Print or Type  
{ 6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

RECORD FEE 10.00

POSTAGE .50

4561270 0777 R01 113434

05/10/89

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

FILE SCHAFER  
CIRCUIT COURT



Dated: April 19, 1989

Sears, Roebuck and Company

Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

RETURN TO:  
CHICAGO TITLE INSURANCE  
COMPANY OF MARYLAND  
110 ST. PAUL ST.  
BALTIMORE, MD. 21202

1050

15.50

## UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 232638RECORDED IN LIBER 425 FOLIO 307 ON May 17, 1980 (DATE)

## 1. DEBTOR

Name Leslie K. NakamuraAddress 487 Old Mill Shopping Center, Millersville, MD 21108

## 2. DEBTOR

Name \_\_\_\_\_

Address \_\_\_\_\_

## 3. SECURED PARTY

Name Cash Register Sales and ServiceAddress 4437 Belair Road, Baltimore, MD 21206Robert P. Cannon, Hartman & Crain, 2660 Riva Road, 4th Floor, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination ☐  
(Indicate whether amendment, termination, etc.)

1 Sanyo 04LBN  
SN 0000 3995

RECORD FEE 10.00  
POSTAGE .50  
#561289 0777 R01 T13+36  
05/10/89  
H. DALE SCHAFER  
CIRCUIT COURT



RETURN TO:

**HARTMAN & CRAIN**  
ATTORNEYS AT LAW  
2660 RIVA RD., 4th FLOOR  
ANNAPOLIS, MD. 21401

Dated

5/8/89

(Signature of Secured Party)

Wesley Dodd, PresidentType or Print Above Name on Above Line  
Cash Register Sales and Service10.80

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 277263

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

02

## 1. DEBTOR

Name Tri-State Credit CorporationAddress 6 A Village Green, Crofton, MD 21114

## 2. SECURED PARTY

Name TransFinancial Leasing Corp.Address The Steffey Building, 407 Crain Hwy., Ste. 200 B  
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

See attached equipment listing

Location of equipment:

ASSIGNEE: Union Chelsea National Bank  
609 5th Avenue  
New York, NY 1001716633 Ventura Blvd., Ste. 505  
Encino, CA 91436CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

11.00

POSTAGE .50

#561310 0777 R01 113438

05/10/89

☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Tri-State Credit Corporation

(Signature of Debtor)

Stephen Piscitelli, Secretary/Tres.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

TransFinancial Leasing Corp.

(Signature of Secured Party)

Frank J. Sarro III, President

Type or Print Above Name on Above Line



H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Filed in Anne Arundel County



TRI STATE CREDIT CORP.

SCH. 02

EQUIPMENT DESCRIPTION

541 PAGE 168

One (1) 1989 Ford E 150 Van ID# 1FDEE14H7KHB24313 w/conversion package

Twelve (12) Commodore Personal Computers:

Video Terminals S/N's: #008677, 008518, 007481, 008562, 007345,  
007584, 010889, 009111  
009433, 007042, 007405, 009449

Microcomputer #CA1043089, CA1042867, CA1049265, CA1049258,  
CA1042876, CA1049361, CA1042881, CA1042843, CA1042871,  
CA1043128, CA1049270, CA1049366

Also included, but not limited to all replacements, parts,  
repair, additions and attachments incorporated therein or  
affixed thereto now owned or hereafter acquired.

Tri-State Credit Corporation

BY: 

ITS: 

DATE: 7-29-89  
fjs.13.triucc02.eq

TransFinancial Leasing Corp.

BY: 

ITS: 

DATE: March 30/89

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 3/29/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Union Chelsea National Bank

Address 609 5th Avenue

New York, NY 10017

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Union Chelsea National Bank of certain lease payments under certain True Lease Assignment dated 12/30/88, Schedule # 02, dated 3/29/89 between Assignor as Lessor and LEASE ACCOUNT # 218803 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 3/29/89 between Assignor and Assignee:

See attached

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Union Chelsea National Bank

(Signature of Secured Party)

Type or Print Above Name on Above Line

FILED IN ANNE ARUNDEL COUNTY

EQUIPMENT DESCRIPTION

541 170

One (1) 1989 Ford E 150 Van ID# 1FDEE14H7KHB24313 w/conversion package

Twelve (12) Commodore Personal Computers:

Video Terminals S/N's: #008677, 008518, 007481, 008562, 007345,  
007584, 010889, 009111 009433, 007042, 007405, 009449

Microcomputer #CA1043089, CA1042867, CA1049265, CA1049258,  
CA1042876, CA1049361, CA1042881, CA1042843, CA1042871, CA1043128,  
CA1049270, CA1049366

TransFinancial Leasing Corp.

BY: 

TITLE: President

DATE: March 30/89

Union Chelsea National Bank

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

fjs.13.triucc.eq



STATE OF MARYLAND  
FINANCING STATEMENT FORM 541 PAGE 171 Identifying File No. 277265

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LEASING DYNAMICS, INC.

Address 1375 EAST NINTH STREET, CLEVELAND, OH 44114

2. SECURED PARTY

Name AMERITRUST COMPANY, NA

Address 900 EUCLID AVENUE, CLEVELAND, OH 44101

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

That certain equipment lease entered into by and between Debtor (as Lessor) and Things Remembered, Inc. evidenced by Equipment Lease 357-87 (dated as of 5/18/87) Schedule 5-87 (dated as of 9/16/87); all lease moneys fully described in Security Agreement of even date.

Name and address of Assignee

FILED WITH ANN ARUNDEL COUNTY RECORDER

RECORD FEE 17.00

POSTAGE .50

#561330 0777 R01 T13:4

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

LEASING DYNAMICS, INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

AMERITRUST COMPANY, NA

Type or Print Above Signature on Above Line

1750

BL  
CLERK

Lessor: LEASING DYNAMICS, INC.

Lease No.

541 172  
357-87

Lessee: THINGS REMEMBERED, INC.

Schedule No. 5-87

<u>Qty.</u>	<u>Type/Model/Feature</u>	<u>Serial No.</u>	<u>Description</u>	<u>Place of Install</u>
(1)	3684-1	41604	POS Terminal	Things Remembered Salem Mall #1128 5200 Salem Avenue Dayton, OH 45426
(1)	3684-1	41605	POS Terminal	Things Remembered Security Square 6901 Security Blvd. Baltimore, MD 21207
(1)	3684-1	41606	POS Terminal	Things Remembered Coronado Center SP L-8 114 Coronado Center Albuquerque, NM 87110
(1)	3684-1	41607	POS Terminal	Things Remembered Salisbury Mall Glen & Civic Avenue Salisbury, MD 21801
(1)	3684-1	41608	POS Terminal	Things Remembered Miller Hill Mall #M-2 1600 Miller Trunk Duluth, MN 55811
(1)	3684-1	41609	POS Terminal	Things Remembered Treasure Coast 3222 N.W. Federal Hwy. Vensen Beach, FL 34957
(1)	3684-1	41610	POS Terminal	Things Remembered University Mall SP 18 & 1 7171 N. Davis Hwy. Pensacola, FL 32504
(1)	3684-1	41611	POS Terminal	Things Remembered Valley Mall 55 Valley Mall Hagerstown, MD 21740
(1)	3684-1	41612	POS Terminal	Things Remembered Mission Valley Mall 1640 Camino Del Rio North San Diego, CA 92108

<u>Qty.</u>	<u>Type/Model/Feature</u>	<u>Serial No.</u>	<u>Description</u>	<u>Place of Install</u>
(1)	3684-1	41613	POS Terminal	Things Remembered West Manchester Mall West Manchester Twp., PA 17404
LIBER 541 PAGE 173				
(1)	3684-1	41614	POS Terminal	Things Remembered Chesterfield Town Center Space #664 11500 Midlothian Tpk. Richmond, VA 23235
(1)	3684-1	41615	POS Terminal	Things Remembered Fredericktown Mall Frederick MD 21701
(1)	3684-1	41616	POS Terminal	Things Remembered Eastpoint Mall 7823 Eastpoint Mall Baltimore, MD 21224
(1)	3684-1	41617	POS Terminal	Things Remembered Capital City Mall 3499 Capital Mall Dr. Camp Hill, PA 17011
(1)	3684-1	41618	POS Terminal	Things Remembered Glen Burnie Mall 6711 Gov. Ritchie Hwy. Glen Burnie, MD 21061
(1)	3684-1	41619	POS Terminal	Things Remembered South Shore Mall Rte. 27 & Washington Rd. Long Island, NY 11706
(1)	3684-1	41620	POS Terminal	Things Remembered Harford Mall 672 Belair Belair, MD 21014
(1)	3684-1	41621	POS Terminal	Things Remembered York Mall 2801 East Market Street York, PA 17402
(1)	3684-1	41622	POS Terminal	Things Remembered Garden State Plaza Rte. 17 & 4 Paramus, NJ 07653



<u>Qty.</u>	<u>Type/Model/Feature</u>	<u>Serial No.</u>	<u>Description</u>	<u>Place to Install</u>
(1)	3684-1	41623	POS Terminal	Things Remembered Fayette Mall Sp D-408 3478 Nicholasville Lexington, KY 40503
(1)	3684-1	41624	POS Terminal	Things Remembered Columbia Mall Sp 120 2300 Bernadette Columbia, MO 65203
(1)	3684-1	41625	POS Terminal	Things Remembered Harrisburg East Mall Paxton Street & I-83 Harrisburg, PA 17111
(1)	3684-1	41626	POS Terminal	Things Remembered Fox River Mall #802 4301 W. Wisconsin Appleton, WI 54915
(1)	3684-1	41630	POS Terminal	Things Remembered Park City Center 702 Park City Center Lancaster, PA 17601
(1)	3684-1	41627	POS Terminal	THINGS REMEMBERED VILLAGE MALL 2917 N. VERMILLION DANVILLE, IN 61832
(1)	3684-1	41628	POS Terminal	THINGS REMEMBERED SOUTH SHORE MALL RT. 27 & WASHINGTON LONG ISLAND, NY 11706
(1)	3684-1	41629	POS Terminal	THINGS REMEMBERED BUCKINGHAM CENTER 1315 S. JOLIET AURORA, CO 80012
(1)	3684-1	41631	POS Terminal	THINGS REMEMBERED VICTORIA MALL 7800 ALLETTSVILLE VICTORIA, TX 77904

LIBER 541 PAGE 174

541-175 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

RECEIVED JUN 01 1988

Identifying File No. 277266

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXX~~ Lessee:

Name THINGS REMEMBERED, INC.

Address GLEN BURNIE MALL, 6711 GOV. RITCHIE HWY., GLEN BURNIE, MD 21061

2. ~~XXXXXXXXXXXX~~ Lessor

Name LEASING DYNAMICS, INC.

Address 1375 EAST NINTH STREET, CLEVELAND, OH 44114

Mrs. P. Ullmo (same as above)

Person And Address To Whom Statement Is To Be Returned If Different From Above. H. FRLE SCHAFER

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

LEASE NO. 357-87 SCHEDULE NO. 5-87

(1) 3684-1 POS Terminal S/N: 41618

Name and address of Assignee  
AMERITRUST COMPANY, N.A.  
900 EUCLID AVENUE  
CLEVELAND, OH 44101

NOT SUBJECT TO RECORDATION TAX  
Filed with Anne Arundel County

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

Tracy L. Burmeister Treasurer  
(Signature of ~~XXXX~~) Lessee

Type or Print Above Name on Above Line

(Signature of ~~XXXX~~) Lessee

Type or Print Above Signature on Above Line

Harold L. Sawicki  
(Signature of ~~XXXXXX~~) Lessor

Type or Print Above Signature on Above Line

LIBER 541 PAGE 176

277267

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Kustes Chiropractic  
7351 Ritchie Highway  
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)

A.B.L.E. LEASING, INC.  
145 W. Lynford Road  
Richboro, PA 18954

3. Maturity date (if any):

For Filing Officer (Date, Time,  
Number, and Filing Office)

RECORD FEE 17.00

POSTAGE .50

4. This financing statement covers the following types (or items) of property:

LEASED BY SECURED PARTY TO DEBTOR:  
"SEE ATTACHED SCHEDULE LISTING EQUIPMENT"  
LESSEE HAS NO RIGHT TO SELL OR DISPOSE OF EQUIPMENT.

Not subject to recordation tax.

5. Assignee(s) of Secured Party and  
Address(es)

Fleet Credit Corp.  
1775 Broadway, 16th Floor  
New York, NY 10019

BL  
CLERK

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Kustes Chiropractic

A.B.L.E. LEASING, INC.

By: Paul C. Kustes, D.C.  
Signature(s) of Debtor(s)

President  
Title

By: [Signature]  
Signature(s) of Secured Party(ies)

[Signature]  
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)



**A.B.L.E. Leasing, Inc.**

145 W. Lynford Road/Richboro, PA 18954/(215) 322-2910

SCHEDULE - LEASE Page 1 of 3

LIBER 541 PAGE 177

Annexed to and forming part of LEASE #  
between A.B.L.E. Leasing, Inc., Lessor,  
and Kustes Chiropractic Lessee,  
dated March 13 1989.

<u>NO.</u>	<u>MODEL AND EQUIPMENT</u>	<u>SERIAL NUMBER</u>
1	A1-5020 325v Single Tube Control, 300 mA at 125 kVp includes: 1/120 second digital solid state timer & SCR contactor Solid state rotor circuits mA and kVp panel meters Sonalert exposure signal	S/N#H-5997
1	A2-5000 325v Single Tube Generator for A1-5020 includes: Federal high voltage cable wells four silicon solid state 125 kVp rectifiers Low Voltage cable mounting brackets & covers	S/N#H-6329
1	EC-1002 Tube Protection Circuitry	
1	C2-2050 FCS Floor/Wall Tubestand includes: 10" wall and 13' floor rails Vertical SID Scale Handlebar & Angulation scale Port Tube Mount Manual Locks Minimum Ceiling Height: 7'9 3/4"	S/N#7165
1	G1E-2000 Econoline 17 x 17 Vertical Bucky Stand	S/N#H-2983
1	L1-4004 17 x 17 Grid Cabinet, 103 line 8:1, 36-40 focal range	
1	B1-8007M MW Non-Sensing Tray for 17 x 17	
1	52-08100 Emerald 125 Rotating Anode X-Ray Tube with 1.0-2.0mm focal spots; 150,000 HU; 3" target	
1	70-6000 Eureka MC Manual Collimator w/swivel base	
1	T-50010 10' High Voltage Cables, pair	

All personal property leased or to be leased by Secured Party to Debtor pursuant to the equipment Lease Agreement dated 3/13/89 between Secured Party as Lessor, and Debtor as Lessee, as the same may be amended, modified, or supplemented including (without limitations) the equipment listed above.

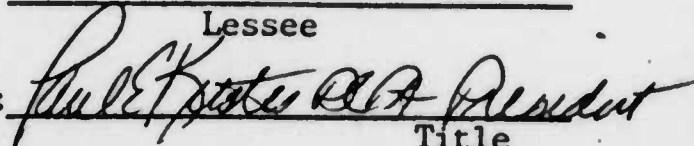
and any duplicate parts, extras, mechanisms and devices relating thereto or used in connection therewith, now attached to or delivered with the designated equipment or that may at any time hereafter be obtained from the Lessor or be added thereto by or with the consent of the Lessor.

A.B.L.E. LEASING, INC.BY: 

Title

Kustes Chiropractic

Lessee

BY: 

Title

**A.B.L.E. Leasing, Inc.**

145 W. Lynford Road/Richboro, PA 18954/(215) 322-2910

SCHEDULE - LEASE Page 2 of 3

Annexed to and forming part of LEASE #  
between A.B.L.E. Leasing, Inc., Lessor,  
and Kustes Chiropractic Lessee,  
dated March 13 1989.

NO.	MODEL AND EQUIPMENT	SERIAL NUMBER
1	H1-9000	Mobile Hang-On Cassette Holder for use outside the bucky with manual collimation
1	XG089	24v Power Supply
1	B1-8003	Horizontal SID Switch Assembly for Non-Integrated System
1	W1-1010	10' Main Line, 10' Primary & IC Cable
1	QX70	Konica Model QX70 X-Ray Film Processor
		Microprocessor controlled
		Automatic standby
		Uniform film drying
		Quiet operation
2	652075	DuPont Cronex 14 x 17 Cassettes w/Quanta III Screens
3	65194A	DuPont Cronex 8 x 10 Cassettes w/Quanta III Screens
1		DuPont Cronex 10 x 12 Cassettes w/ Quanta III Screen
1	160001	I.D. Cards (1,000)
1	106002	One-Time Composition for I.D. Cards
1	162101	I.D. Printer
1	215010	Safelight
1	981531	Calipers
1		L & R Marker
1	K861400	Single-bank Illuminator
1		Gonad Shield
1		Film Bin
1		Lead Apron
1		Bright Spot Illuminator
1		CHAT IN-700 Comb. #7975
1		CHAT Hydroc E-IC #2104

S/N#1868

All personal property leased or to be leased by Secured Party to Debtor pursuant to the equipment Lease Agreement dated 3/3/89 between Secured Party as Lessor, and Debtor as Lessee, as the same may be amended, modified, or supplemented including (without limitations) the equipment listed above.


and any duplicate parts, extras, mechanisms and devices relating thereto or used in connection therewith, now attached to or delivered with the designated equipment or that may at any time hereafter be obtained from the Lessor or be added thereto by or with the consent of the Lessor.

A.B.L.E. LEASING, INC.

Kustes Chiropractic

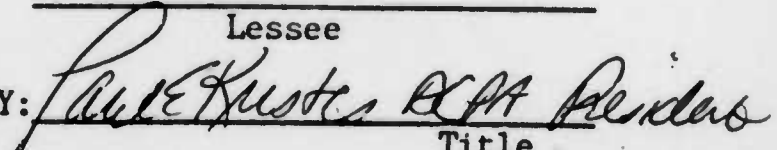
Lessee

BY:



Title

(X) BY:



Title

**A.B.L.E. Leasing, Inc.**

145 W. Lynford Road/Richboro, PA 18954/(215) 322-2910

SCHEDULE - LEASE Page 3 of 3

Annexed to and forming part of LEASE #  
between A.B.L.E. Leasing, Inc., Lessor,  
and Kustes Chiropractic Lessee,  
dated March 13 1989.

<u>NO.</u>	<u>MODEL AND EQUIPMENT</u>	<u>SERIAL NUMBER</u>
1	Dynatron 500	
2	Plastic Cart #2000	
2	WINCO Therapy Table 60AF, Grey	
1	WINCO Therapy Table 60AF, Grey	
1	Treatment Table #55, Grey	
1	Detecto Physician Scale	
2	WINCO Stool w/cast. #62, Grey	
1	V.O. System #3 LT Bronze	
1	Chart Package "A"	
1	S.W. Bell 246 Key (2L/3P)	
1	Brothers Ortho Package	
1	Accounting Package	
1	CO3279-1012 NCR PC810 Computer	
1	HDST251-01AT Seagate 40MB for AT 28MILL	
1	HDWDWAH 16 Bit Controller w/cables	
1	PRDL3400 Fujitsu DL3400 Printer	
1	CAC1-9 9' IBM Parallel PRTR Cable	
1	PBEV659 Everex EGA Short Card w/par pt	
1	MOCM147E XTRON EGA Monitor	
1	HDMT-2375 Mountain Tape Backup	
1	PBZU1067 Zucker1067 EMS1MG Membd at W/S	
1	PBZU1071 ZUCKER1071 EMS Secondary BD	
1	SE256K-15 256K Chips 150 Nanoseconds	

All personal property leased or to be leased by Secured Party to Debtor pursuant to the equipment Lease Agreement dated 3/13/89 between Secured Party as Lessor, and Debtor as Lessee, as the same may be amended, modified, or supplemented including (without limitations) the equipment listed above.

and any duplicate parts, extras, mechanisms and devices relating thereto or used in connection therewith, now attached to or delivered with the designated equipment or that may at any time hereafter be obtained from the Lessor or be added thereto by or with the consent of the Lessor.

A.B.L.E. LEASING, INC.Kustes ChiropracticLesseeBY: 

Title

X BY: 

Title



MARYLAND FINANCING STATEMENT

277268

(xx) Not Subject to Recordation Tax (C/S/C) 541 PAGE 180

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Maryland Watermen's Association, Inc.  
 48 Maryland Avenue (Name or Names) Annapolis, Maryland 21401  
 (Address) CFSL 3371

LESSEE (Name or Names)  
 (Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
 8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Chesapeake Federal Savings And Loan Association  
 2001 E. Joppa Road (Name or Names) Baltimore, Maryland 21234  
 (Address)

4. This financing Statement covers the following types (or items) of property:

Two - Berkel, Model 827, Electric Slicer

RECORD FEE 11.00

POSTAGE .50



4561370 0771 R01 113453

05/10/89

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
 Products of Collateral are also covered Yes ( ) No (xx) ERLE SCHAFER  
 AA CO. CIRCUIT COURT

LESSEE LESSOR  
 Maryland Watermen's Association, Inc. CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
 By: Larry Simms President By: Brian G. Connelly Manager  
 (Title) (Title)  
 LARRY SIMMS Brian G. Connelly  
 (Type or print name of person signing) (Type or print name of person signing)  
 By: Return to:  
 (Title)  
 (Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
 8767 SATYR HILL ROAD  
 BALTIMORE, MD 21234

115

MARYLAND FINANCING STATEMENT

277269

(xx) Not Subject to Recordation Tax (C/S/C) LIBER 541 PAGE 181

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Thomas E. Stuehler T/A LaFontaine Bleu  

(Name or Names)

190-L Penrod Court Glen Burnie, MD 21061  

(Address)

NFSL 3372

  
LESSEE \_\_\_\_\_  

(Name or Names)

(Address)
2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234
3. ASSIGNEE (if any) Northfield Federal Savings  
of LESSOR 

(Name or Names)

  
1844 E. Joppa road Baltimore, Maryland 21234  

(Address)

4. This financing Statement covers the following types (or items) of property:

1 - 200 MB Disk Upgrade IBM 5360-B23 to 5360-B24

RECORD FEE 12.00

POSTAGE .50

#551390 0777 P01 113153

05/10/89



H. RILEY SCHAFER

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE

LESSOR

Thomas E. Stuehler T/A LaFontaine Bleu

CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: *Thomas E. Stuehler* Owner  

(Title)

By: *Brian G. Connolly* Manager  

(Title)

Thomas E. Stuehler  
(Type or print name of person signing)

Brian G. Connolly  
(Type or print name of person signing)

By: \_\_\_\_\_  

(Title)

Return to:

\_\_\_\_\_  
(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

125

277270

LIBER 541 PAGE 182

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) ARC Professional Services Group 2240 Research Blvd - Suite 450 Rockville, MD 20852	2. Secured Party(ies) and address(es) Citicorp North America, Inc. 450 Mamaroneck Avenue Harrison, NY 10528	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
--------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------

4. This financing statement covers the following types (or items) of property:  
See attached Schedule 747042-001 C (Anne Arundel)

Equipment Location: 939 Elkridge Landing Road  
Linthilum, MD 21090

5. Assignee(s) of Secured Party and Address(es)  
AA CO. CIRCUIT COURT

RECORD FEE 11.00  
#561390 0777 R01 113155  
05/10/89

BL  
CLERK

This filing is for informational purposes only as the parties intend the transaction to be a true lease and not a security agreement, and is exempt from Recordation Tax under Maryland Code Section 12-108K (5) & (4).

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.  
☐ which is proceeds of the original collateral described above in which a security interest was perfected.

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

ARC Professional Services Group  
By: Christine Cokeley  
Christine Cokeley as Attorney in Fact

Citicorp North America, Inc.  
By: [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1



Page 1 of

This FINANCING STATEMENT is presented to a Filing Officer.

FOR OFFICE USE ONLY

LIBER 541 PAGE 184

Debtor(s) Name (Last Name, First) Complete Address

MIDATLANTIC SURVEYS, INC.  
504 Baltimore Annapolis Blvd.  
Severna Park, MD 21146

Maturity date (if any):

FOR OFFICE USE ONLY

Secured Party(ies) and Complete Address

FIRST FINANCIAL BROKERAGE, INC.  
5 Independence Way  
Princeton, NJ 08540

Assignee(s) of Secured Party and Complete Address

National Bank of Boyertown  
P.O. Box 547  
Boyertown, PA 19512

RECORD FEE 11.00  
POSTAGE .50  
DEC 3 1988

This financing statement covers the following types (or items) of property:

(2) TS20A Theodolite s/n 13053

(2) Wide Frame Wooden Tripods

When collateral is crops or fixtures complete this portion of form.  
a. Description of real estate (Sufficient to identify the property).

b. Name and complete address of record owner.

RECORD FEE 10.00

POSTAGE .50

NS61360 C777 R01 T13:51

05/10/89

a. ( ☒ ) Proceeds of Collateral are also covered.

b. ( ) Products of Collateral are also covered.

No. of additional sheets presented.

( ) Filed with Register of Deeds and Mortgages of

County.

( ) Secretary of State

( ☒ ) Filed with the County Clerk of

Anne Arundel

County.

AA CO. CIRCUIT COURT

TERMINATION STATEMENT

This statement of termination of financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number above.

NATIONAL BANK OF BOYERTOWN

Dated: April 28 1989

(Signature(s) of Secured Party or Assignee or Record-Not valid until signed)

FILING OFFICER COPY-ACKNOWLEDGMENT -

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgement.

277272

Debtor or Assignor Form

## MARYLAND FINANCING STATEMENT

- ☐ Not subject to Recordation Tax  
☐ Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_  
☒ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR  
Pride Electric Company  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Name)  
112 Homeland Road  
 \_\_\_\_\_  
 (Address)  
Pasadena, Maryland 21122

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 Attn: June R. Hornick  
 \_\_\_\_\_  
 (Name of Loan Officer)  
18 West Street  
 \_\_\_\_\_  
 (Address)  
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

## ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)  
Pride Electric Company (Seal)  
Gloria E. Walton (Seal)  
 \_\_\_\_\_  
 (Signature)  
Gloria E. Walton, Treasurer  
 \_\_\_\_\_  
 (Print or Type Name)

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND (Seal)  
 \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Print or Type Name)



277273

Debtor or Assignor Form

## MARYLAND FINANCING STATEMENT

- ☒ Not subject to Recordation Tax  
☐ Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_  
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

## DEBTOR

Pride Electric Company  
\_\_\_\_\_  
(Name)  
112 Homeland Road  
\_\_\_\_\_  
(Address)  
Pasadena, Maryland 21122

## SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND  
\_\_\_\_\_  
Attn: June R. Hornick  
\_\_\_\_\_  
(Name of Loan Officer)  
18 West Street  
\_\_\_\_\_  
(Address)  
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

## ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

## DEBTOR (OR ASSIGNOR)

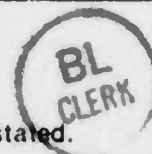
Pride Electric Company (Seal)  
Gloria E. Walton (Seal)  
\_\_\_\_\_  
(Signature)  
Gloria E. Walton, Treasurer  
\_\_\_\_\_  
(Print or Type Name)

## SECURED PARTY (OR ASSIGNEE)

\_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print or Type Name)

RECORD FEE 11.00

POSTAGE .50



H561410 CY77 R01 113:56

05/10/89

H. EMILE SCHAFER

MD CO. CIRCUIT COURT

LIBER 541 PAGE 187

277274

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code | 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

~~XXXXXXXXXXXX~~

JAMES HAYWARD  
CAROL HAYWARD  
4912 CHESTNUT ST  
SHADYSIDE, MD, 20764

2. Secured Party(ies) and address(es)

MCNEW & BOUCHAL INC  
PO BOX 277"  
EDGEWATER, MD, 21037

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

(SECURED PARTY IS SELLER)  
INSTALLED ONE WATER SYSTEM MARK 89 CULLIGAN 3526-83.  
(CONØ. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 4912 CHEST-  
NUT ST SHADYSIDE, MD, 20764)

5. Assignee(s) of Secured Party and Address(es)

SECURITY PACIFIC FIN SERV  
901 DULANEY VALLEY RD  
SUITE 126  
TOWSON, MD, 21204

RECORD FEE 12.00

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)  
☐ already subject to a security interest in another jurisdiction when it was brought into this state.  
☐ which is proceeds of the original collateral described above in which a security interest was perfected.

Check ☒ if covered: ☐ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered. No. of additional Sheets presented: 9

Filed with:

*James P Hayward*  
JAMES HAYWARD

By: *Carol Hayward*  
CAROL HAYWARD Signatures of Debtor(s)

MCNEW & BOUCHAL INC

By: *Karen B. Suddath*  
KAREN B SUDDATA Signatures of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

Financing Statement for Register of Deeds — Uniform Commercial Code		For Filing Officer
1 Debtor(s) (Last Name First) and Address(es) Wortz, James D. Jr. 1509 Wyncote Cr. Severn, MD 21144	2 Secured Party and Address Trane Employees Federal Credit Union Box 443 La Crosse, WI 54602	34137 RECORD FEE 11.00 POSTAGE .50 #102470 0777 R03 T08:42 03/30/88 BL CLERK
3 No. of Additional Sheets Presented:		
4 This Financing Statement covers the following types (or items) of Property (Collateral): 1988 Kawasaki KLF 220 Bayou Dirt Bike ID# JKBLFBA13JB505217  Not subject to recordation tax  Proceeds of collateral are covered. Products of collateral are covered unless checked <input type="checkbox"/> If collateral is crops, the crops are growing or to be grown on:		ID# 272254 Book P6 525-51 5 Assignee of Secured Party and Address  RECORD FEE 12.00
<b>TERMINATION STATEMENT</b> This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above and requests the filing officer to terminate same of record. THE FEE FOR FILING THIS STATEMENT OF TERMINATION IS ENCLOSED.		
Type/print name of Secured Party of Record	By: <u>Jim McAndrew</u> <u>Team Lead</u> SIGNATURE OF SECURED PARTY OF RECORD, OR ITS REPRESENTATIVE. — TITLE NOT VALID UNTIL SIGNED	
Dated: <u>4-17</u> , 19 <u>89</u>		
(3) FILING OFFICER COPY —acknowledgment and termination—filing officer—Note file number, date, and hour of filing hereon and return to person filing.		



LIBER 541 PAGE 189

277276

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) BERGER MONICA P. SENFT JR CHARLES R. 1493 GREEN VALLEY CIRCLE HANOVER MD 21076	2 Secured Party(ies) Name(s) and Address(es) EASTERN HOMES, INC. 8291 WASHINGTON BLVD. JESSUP, MD 20794	4 For Filing Officer: Date, Time, No. Filing Office	
5 This Financing Statement covers the following types (or items) of property 1989 PALM HARBOR VILLA PARK 14 X 70 SERIAL # VPNC5712 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT <input checked="" type="checkbox"/> Products of the Collateral are also covered This financing statement does 8 Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in not apply to nonpurchase money household goods as defined at 16 CFR 444.1(i) or the state law equivalent statute.		6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194 7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8.)	
No. & Street Town or City County Section Block Lot		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).	
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State			
By BERGER MONICA P. SENFT JR CHARLES R. EASTERN HOMES, INC. Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)	
(3/83) (1) FILING OFFICER COPY—NUMERICAL STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania			

LIBER 541 PAGE 190

277277

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) <b>GAUGHAN NORA M.</b>  <b>234 EDWARD LANE</b> <b>LOTHIAN MD 20711</b>	2 Secured Party(ies) Name(s) and Address(es)  <b>ACCENT MOBILE HOMES</b> <b>7401 MOORE ROAD</b> <b>BRANDYWINE, MD 20613</b>	4 For Filing Officer Date, Time No Filing Office  <b>RECORD FEE 11.00</b> <b>BL CLERK</b> <b>5/10/89</b>	
5 This Financing Statement covers the following types (or items) of property <b>1978 REDMAN -0- 24 X 60</b> <b>SERIAL # 12208443</b> <b>AND INCLUDING ALL FURNITURE, FIXTURES,</b> <b>APPLIANCES AND APPURTENANCES THEREIN AND THERETO;</b> <b>INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S</b> <b>INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT</b> <input checked="" type="checkbox"/> Products of the Collateral are also covered <b>This financing statement does</b>		6 Assignee(s) of Secured Party and Address(es) <b>GREEN TREE ACCEPTANCE INC.</b> <b>2200 OPITZ BOULEVARD SUITE 245</b> <b>WOODBIDGE, VA 22194</b> <input type="checkbox"/> The described crops are growing or to be grown on.* <input type="checkbox"/> The described goods are or are to be affixed to.* <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on.* *(Describe Real Estate in Item 8.)	
8 Describe Real Estate Here <b>not apply to nonpurchase money household goods as defined at 16 CFR 444.1(i) or the state law equivalent statute.</b>		9 Name of a Record Owner	
No. & Street	Town or City	County	Section
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)	
By <b>X</b> <b>Nora M. Gaughan</b> Signature(s) of Debtor(s)		By <b>Garthner Agent</b> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)	
(1) FILING OFFICER COPY—NUMERICAL STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania			

LIBER 541 PAGE 191

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

277278

Identifying File No.

RECEIVED  
APR 28 1989

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 5-1-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WASHINGTON STAIR AND IRON WORKS, INC.

Address 521 DiGuilian Boulevard, Glen Burnie, MD 21061

2. SECURED PARTY

Name GENERAL ELECTRIC CAPITAL CORPORATION

Address Corporate Centre One, P.O. Box 3199, Danbury CT 06813

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee  
RECORD FEE 11.00  
POSTAGE .50

Computer Equipment System Pursuant to Schedule 1 Of Master Lease Agreement Between Debtor And Secured Party.

05/10/89

H. ERLE SCHAFER

88-3546 1ST CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

BL  
CLERK

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

AMOUNT SUBJECT TO RECORDATION IS \$32,300.00

RECORDATION TAX PAID TO ANNE ARUNDEL CTY IS \$21.21

☐ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

(Signature of Debtor)  
WASHINGTON STAIR AND IRON WORKS, INC.  
Paul L. Otto, President

Type or Print Above Name on Above Line

(Signature of Debtor)  
Washington Stair and Iron Works, Inc.  
Paul L. Otto, President

Type or Print Above Signature on Above Line

(Signature of Secured Party)  
Tony Riccobono 88-3546

TONY RICCOBONO  
Type or Print Above Signature on Above Line



LIBER 541 PAGE 192

277279

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
APCOA, INC. 25550 Chagrin Blvd. Cleveland, OH 44122	Citibank, N.A. 450 Mamaroneck Avenue Harrison, New York 10528 Attn: Theodore Bajo	RECORD FEE 21.00 POSTAGE .50 #5-1500-0777 101 11411 05/10/89 H. ERLE SCHAFER CIRCUIT COURT
4 This financing statement covers the following types (or items) of property:		
All of the Debtor's existing and future right, title and interest in and to the property described on Schedule I attached hereto and made a part hereof.		
Filing within multiple jurisdictions within the State of Maryland/Paid \$ 657.60 to the Office of the Maryland State Department of Assessment & Taxation.		
Debtor's local address: BWI Airport, Anne Arundel County, Maryland		
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional sheets presented:		
<input type="checkbox"/> This financing statement is to be indexed in the real estate records of the county in which the real estate is situated.		
Filed with: Clerk of the Circuit Court, Anne Arundel County, Maryland		
This instrument prepared by Baker & Hostetler, 3200 National City Center, Cleveland, OH 44114		
APCOA, INC., Michael J. Machi, Sr. V.P.	CITIBANK, N.A.	
By: <i>Michael J. Machi, Sr.</i> Signature(s) of Debtor(s)	By: <i>Michael J. Machi, Sr.</i> Signature(s) of Secured Party(ies)	
STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1		
Approved by The Secretary of State		
The Ohio Legal Blank Co., Cleveland Publishers and Dealers Since 1883		

Filing Officer Copy — Alphabetical

**BAKER & HOSTETLER**

COUNSELLORS AT LAW

3200 NATIONAL CITY CENTER

CLEVELAND, OHIO 44114

(216) 621-0200

RCA TELEX 215-032

TELECOPIER (216) 696-0740

May 3, 1989

IN WASHINGTON, D.C.  
1050 CONNECTICUT AVE., N.W.  
WASHINGTON, D.C. 20036  
(202) 861-1500

IN COLUMBUS, OHIO  
65 EAST STATE STREET  
COLUMBUS, OHIO 43215  
(614) 228-1541

DIRECT DIAL NUMBER  
(216) 861-7879

IN ORLANDO, FLORIDA  
SUITE 2300  
200 SOUTH ORANGE AVENUE  
ORLANDO, FLORIDA 32801  
(407) 649-4000

IN DENVER, COLORADO  
SUITE 1100  
303 EAST 17TH AVENUE  
DENVER, COLORADO 80203  
(303) 861-0600

IN PEPPER PIKE, OHIO  
30195 CHAGRIN BLVD.  
PEPPER PIKE, OHIO 44124  
(216) 621-0200

**Maryland Recordation Tax**

(Annotated Maryland Code § 12-101 et seq.)

Maryland Collateral:

Baltimore City - \$27,500  
Locations: 1327, 9902 & 1035

Anne Arundel County (BWI) - \$50,000  
Locations: 1358, 1359, 1767,  
1768, 1769 & 1770

Total value of non-exempt Maryland collateral = \$77,500

Tax Computation:

1) \$ 77,500 {value of non-exempt collateral located in Maryland = .004581  
\$16,917,480 {total value of entire non-exempt collateral

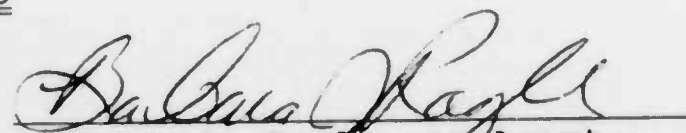
2) \$43.5 million [Total Debt] X .004581 = \$199,273.50

3) **Tax Rate: \$1.65 per \$500**

\$199,273.50  
\$ 500 = \$398.55

\$1.65 X \$398.55 = \$657.60

**Maryland Documentary Tax: \$657.60**

  
Barbara J. Ragie, as Agent  
for Secured Party

D:\0952\16338\88002\BJR-20  
ldh 5/3/89

SCHEDULE I

541 PAGE 194

Debtor: APCOA, Inc.  
25550 Chagrin Blvd.  
Cleveland, Ohio 44122

Secured Party: Citibank, N.A.  
450 Mamaroneck Avenue  
Harrison, New York 10528

Relevant capitalized terms in this Schedule I are defined in Definitions, Exhibit A, attached hereto and made a part hereof. All capitalized terms used and not otherwise defined herein or in Exhibit A hereto are used as defined in the Credit Agreement, dated as of April 14, 1989, by and among APCOA, Inc., the Lenders identified thereon, Citicorp North America, Inc., as Agent (the "Agent"), and Citibank, N.A. (the "Credit Agreement").

The following items of property, whether now owned or hereafter acquired, excluding such of the following items of property as to which such assignment and pledge thereof and such grant of a lien thereon and security interest therein by such Debtor is prohibited by the terms of a Joint Venture Agreement, an Operating Lease, a Parking Contract or a New Parking Contract or would permit the termination thereof by any Person other than the Debtor (such items of collateral being the "Collateral"):

- (a) All equipment in all of its forms, wherever located, now or hereafter existing, including, without limitation, all trucks (including pickup trucks), automobiles and all other motor vehicles, communications equipment, office equipment, computer equipment, computer software, books, records, and equipment containing books and records (or in which books and records are stored), and all parts thereof, and spare parts and operating supplies therefor and all accessions thereto (collectively, the "Equipment");
- (b) To the extent not included in clause (a) above, all fixtures in all of their forms, wherever located, now or hereafter existing;
- (c) All inventory in all of its forms, wherever located, now or hereafter existing and all accessions thereto and products thereof and documents therefor (collectively, the "Inventory");
- (d) All of the following collateral, wheresoever located, now and hereafter existing (the "Account Collateral"):
  - (i) all Blocked Accounts, all funds on deposit or otherwise held therein and all certificates, instruments and other property from time to time held therein or representing or evidencing the Blocked Accounts,
  - (ii) all Permitted Investments and all certificates and instruments from time to time representing or evidencing Permitted Investments,
  - (iii) all notes, certificates of deposit, deposit accounts, checks and other instruments from time to time hereafter delivered to or otherwise possessed by the Agent for or on behalf of such Debtor in substitution for or in addition to any or all of the then existing Account Collateral, and
  - (iv) all interest, dividends, cash, instruments, general intangibles and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the then existing Account Collateral;
- (e) All of the following collateral, wheresoever located, now or hereafter existing (the "Security Collateral"):
  - (i) all shares of stock owned by the Debtor (the "Pledged Shares"), the certificates representing the Pledged Shares, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Shares;
  - (ii) all Indebtedness due to the Debtor (the "Pledged Debt") and the instruments evidencing the Pledged Debt, all liens and security interests securing or purporting to secure the Pledged Debt, together with all mortgages, security agreements and other documents evidencing such liens and security interests, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Debt;
  - (iii) all additional shares of stock of any issuer of the Pledged Shares or of any other issuer now or hereafter acquired by the Debtor in any manner, and the certificates representing such additional shares, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such additional shares; and
  - (iv) all additional Indebtedness from time to time owed to the Debtor by any obligor of the Pledged Debt or any other obligor (including, without limitation, (A) all Indebtedness arising from any sale or other disposition of any assets and (B) all Indebtedness arising from any loans or advances to any Affiliate or any other Person), and the instruments evidencing such additional Indebtedness, all liens and security interests related to such additional Indebtedness, together with all mortgages, security agreements and other documents evidencing such liens and security interests, and all interest, cash, instruments and other



property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such additional indebtedness;

(f) All agreements to which the Debtor is now or hereafter becomes a party, as each of such agreements may be amended, modified or supplemented and in effect from time to time and any agreements in replacement thereof (such agreements as so amended, modified or supplemented and in effect from time to time or so replaced, being the "Assigned Agreements"), including, without limitation, the Tax Sharing Agreement, the interest rate protection agreements required by Sections 4.40 and 10.16 of the Credit Agreement, and the Purchase Agreement, and further including, without limitation:

(i) all rights of the Debtor to receive for its account monies due and to become due under or pursuant to the Assigned Agreements,

(ii) all rights of the Debtor to receive for its account proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements,

(iii) all claims of the Debtor for damages arising out of or for breach of or default or misrepresentation under the Assigned Agreements or any documents, instruments or opinions delivered pursuant thereto,

(iv) the right of the Debtor to terminate the Assigned Agreements, to perform thereunder and to compel performance thereof and otherwise exercise all remedies thereunder, and

(v) all rights of the Debtor now or hereafter existing in and to all mortgages, security agreements, leases and other contracts securing or otherwise relating to the Assigned Agreements,

provided, however, that the Assigned Agreements shall not include any leases or other agreements specified in the Master Collateral Assignment of Leases and each Collateral Assignment of Lease;

(g) To the extent not covered by clauses (d), (e) or (f) above all of the following collateral, wheresoever located, now or hereafter existing:

(i) all cash,

(ii) all accounts,

(iii) all general intangibles (including, without limitation, all partnership interests, joint venture interests, tax refunds, know-how, trade secrets, engineering plans, computer software, drawings and other proprietary information, patents and patent applications, unpatented inventions (whether or not patentable), the right to receive any assets distributed upon or in connection with the termination or overfunding of any employee benefit plan, copyrights, trade names, trademarks, service marks, trademark and service mark registrations and applications for trademark or service mark registration and renewals thereof (such trademarks, service marks, registrations, applications and renewals being, collectively, the "Trademark Collateral"), the goodwill of the businesses relating to the Trademark Collateral, license agreements relating to any of the Trademark Collateral and income therefrom, and the right to sue for all past, present and future infringements of the Trademark Collateral,

(iv) all contract rights (including, without limitation, all rights of the Debtor to receive monies due and to become due under or pursuant to any accounts, general intangibles and contract rights and all of the rights of the Debtor to terminate, and to perform, compel performance and otherwise exercise all remedies under, such accounts, general intangibles and contract rights),

(v) all documents in respect of Equipment and Inventory,

(vi) all chattel paper,

(vii) all instruments, and

(viii) all other obligations of any kind, now or hereafter existing, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services or the sale or other disposition of any other asset (including, without limitation, all obligations arising from loans or advances to any Affiliate or any other Person),

and all rights now or hereafter existing in and to all mortgages, security agreements, leases and other contracts securing or otherwise relating to any such cash, accounts, general intangibles, contract rights, documents, chattel paper, instruments or other obligations; and

(h) All cash and noncash proceeds and products of any and all of the foregoing (including, without limitation, proceeds which constitute property of the types described in clauses (a) through (g) above, inclusive, and all payments under any insurance (whether or not the Agent is the loss payee thereof), indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral.

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DEFINITIONS

"Affiliate" means any person, company or business entity under common control or having similar shareholders owning at least ten percent (10%) thereof, whether such common control be direct or indirect.

"Blocked Accounts" means the Lockbox Accounts, the Cash Concentration Account, the Mellon Bank Account, the Cash Collateral Account (as defined in clause (ix) of Section 4(p) of the Security Agreement), the Agent's Account, as defined in the Credit Agreement, and the Deposit Accounts as defined in the Credit Agreement.

"Collateral Assignment of Lease" means the Collateral Assignment of Lease substantially in the form annexed to the Security Agreement as Exhibit P executed and delivered by a duly authorized officer of APCOA, Inc. or its Subsidiary, as the case may be, relating to a New Parking Contract.

"Indebtedness" means all of such Person's obligations and liabilities to any other Person, including, without limitation, all debts, claims, reimbursement obligations (in respect of any letter of credit or otherwise) and indebtedness, contingent, direct, indirect, fixed or otherwise, heretofore, now and/or from time to time hereafter owing, due or payable, however evidenced, created, incurred, acquired or owing and however arising, whether under written or oral agreement, operation of law, or otherwise.

"Master Collateral Assignment of Leases and Agreements" mean the Master Collateral Assignment of Leases and Agreements substantially in the form annexed to the Security Agreement as Exhibit C, executed and delivered by duly authorized officers of APCOA, Inc. and its Subsidiaries.

"New Parking Contract" means each lease, operating agreement, management contract or other agreement or instrument granting the right to use or occupy or operate or manage a parking facility, entered into by Debtor or any of its Subsidiaries, whether individually or through a Joint Venture Agreement, after April 14, 1989, including, without limitation, the agreements and instruments relating to any real property owned by Debtor or any of its Subsidiaries that comprises, in whole or in part, a parking facility, as the same may be amended, modified, supplemented, renewed or extended.

"Parking Contracts" mean the leases, agreements and other instruments relating to parking lots set forth in Exhibit 2.20 to the Purchase Agreement, as the same may be amended, modified, supplemented, renewed or extended.

"Permitted Investments" mean as to any Person any of the following that are in the possession and control of the Agent: (a) direct obligations of the United States of America, or of any agency thereof, or obligations guaranteed as to principal and interest by the United States of America or any agency thereof, maturing in not more than 365 days from the date of issue thereof; (b) certificates of deposit issued by any bank or trust company organized under the laws of the United States of America or any state thereof and having capital, surplus and undivided profits of at least \$100,000,000, maturing in 90 days or less from the date of acquisition thereof by such Person; and (c) commercial paper rated A-1 or P-1 by Standard & Poor's Corporation or Moody's Investors Service, Inc., respectively, maturing not more than 90 days from the date of creation thereof.

"Person" means and includes any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal, or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

"Reimbursable Expenses" mean any loans or advances from time to time made by Debtor or any of its Subsidiaries to or on behalf of any lessor or grantor under any Parking Contract or New Parking Contract that is required by such Person to finance capital improvements to the real property subject to such Parking Contract or New Parking Contract, which capital improvements shall inure to the benefit of Debtor or any of its Subsidiaries, as the case may be; provided, however, that such loan or advance shall be evidenced by such Parking Contract or New Parking Contract, as the case may be, or by a promissory note, in form and substance satisfactory to the Agent, payable to the order of Debtor or any of its Subsidiaries and delivered to the Agent in accordance with the Security Agreement.

"Subsidiary" or "Subsidiaries" mean any Person as used herein and shall mean a corporation of which shares of stock having ordinary voting power (other than stock having such power only by reason of the happening of a contingency) to elect a majority of the directors of such corporation are owned, directly or indirectly, by such Person.

"Tax Sharing Agreement" means the Tax Sharing Agreement substantially in the form annexed to the Security Agreement as Exhibit L, executed and delivered by duly authorized officers of Holberg Industries Inc., AP, APA and APCOA, Inc.

277280

LIBER 541 PAGE 197

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

APCOA, Inc.  
25550 Chagrin Blvd.  
Cleveland, Ohio 44122

2 Secured Party(ies) and address(es)

Citicorp North America, Inc.,  
as Agent  
1300 E. 9th Street  
Bond Court Building  
Cleveland, OH 44114  
Attn: Paul Steiger

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 21.00  
POSTAGE .50

4 This financing statement covers the following types (or items) of property:

All of the Debtor's existing and future right, title and interest in and to the property described on Schedule I attached hereto and made a part hereof.

Filing within multiple jurisdictions within the State of Maryland/Paid \$ 657.60  
to the Office of the Maryland State Department of Assessment & Taxation.

Debtor's local address: BWI Airport, Anne Arundel County, Maryland

Check ☒ if covered: ☒ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered No. of additional sheets presented:  
☐ This financing statement is to be indexed in the real estate records of the county in which the real estate is situated.Filed with: Clerk of the Circuit Court, Anne Arundel County, Maryland  
This instrument prepared by Baker & Hostetler, 3200 National City Center, Cleveland, OH 44114APCOA, INC., Michael J. Machi, Sr. V.P. Citicorp North America, Inc., as Agent  
By: *Michael J. Machi* V.P. By: *David Huffman* Vice-President  
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1  
Approved by The Secretary of StateThe Ohio Legal Blank Co., Cleveland  
Publishers and Dealers Since 1883

Filing Officer Copy — Alphabetical



**BAKER & HOSTETLER**

IN WASHINGTON, D.C.  
1050 CONNECTICUT AVE., N.W.  
WASHINGTON, D.C. 20036  
(202) 861-1500

IN COLUMBUS, OHIO  
65 EAST STATE STREET  
COLUMBUS, OHIO 43215  
(614) 228-1541

DIRECT DIAL NUMBER  
(216) 861-7879

COUNSELLORS AT LAW  
3200 NATIONAL CITY CENTER  
CLEVELAND, OHIO 44114  
(216) 621-0200

RCA TELEX 215-032  
TELECOPIER (216) 696-0740

May 3, 1989

IN ORLANDO, FLORIDA  
SUITE 2300  
200 SOUTH ORANGE AVENUE  
ORLANDO, FLORIDA 32801  
(407) 649-4000

IN DENVER, COLORADO  
SUITE 1100  
303 EAST 17TH AVENUE  
DENVER, COLORADO 80203  
(303) 861-0600

IN PEPPER PIKE, OHIO  
30195 CHAGRIN BLVD.  
PEPPER PIKE, OHIO 44124  
(216) 621-0200

**Maryland Recordation Tax**

(Annotated Maryland Code § 12-101 et seq.)

Maryland Collateral:

Baltimore City - \$27,500  
Locations: 1327, 9902 & 1035

Anne Arundel County (BWI) - \$50,000  
Locations: 1358, 1359, 1767,  
1768, 1769 & 1770

Total value of non-exempt Maryland collateral = \$77,500

Tax Computation:

1) \$ 77,500 (value of non-exempt collateral located in Maryland = .004581  
\$16,917,480 (total value of entire non-exempt collateral

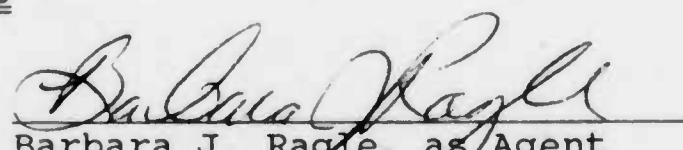
2) \$43.5 million (Total Debt) X .004581 = \$199,273.50

3) Tax Rate: \$1.65 per \$500

\$199,273.50  
\$ 500 = \$398.55

\$1.65 X \$398.55 = \$657.60

**Maryland Documentary Tax: \$657.60**

  
Barbara J. Ragle, as Agent  
for Secured Party

D:\0952\16338\88002\BJR-20  
ldh 5/3/89

SCHEDULE I

LIBER 541 PAGE 199

Debtor: APCOA, Inc.  
25550 Chagrin Blvd.  
Cleveland, Ohio 44122

Secured Party: Citicorp North America, Inc., as Agent  
1300 E. 9th Street  
Bond Court Building  
Cleveland, Ohio 44114

Relevant capitalized terms in this Schedule I are defined in Definitions, Exhibit A, attached hereto and made a part hereof. All capitalized terms used and not otherwise defined herein or in Exhibit A hereto are used as defined in the Credit Agreement, dated as of April 14, 1989, by and among APCOA, Inc., the Lenders identified thereon, Citicorp North America, Inc., as Agent (the "Agent"), and Citibank, N.A. (the "Credit Agreement").

The following items of property, whether now owned or hereafter acquired, excluding such of the following items of property as to which such assignment and pledge thereof and such grant of a lien thereon and security interest therein by such Debtor is prohibited by the terms of a Joint Venture Agreement, an Operating Lease, a Parking Contract or a New Parking Contract or would permit the termination thereof by any Person other than the Debtor (such items of collateral being the "Collateral"):

(a) All equipment in all of its forms, wherever located, now or hereafter existing, including, without limitation, all trucks (including pickup trucks), automobiles and all other motor vehicles, communications equipment, office equipment, computer equipment, computer software, books, records, and equipment containing books and records (or in which books and records are stored), and all parts thereof, and spare parts and operating supplies therefor and all accessions thereto (collectively, the "Equipment");

(b) To the extent not included in clause (a) above, all fixtures in all of their forms, wherever located, now or hereafter existing;

(c) All inventory in all of its forms, wherever located, now or hereafter existing and all accessions thereto and products thereof and documents therefor (collectively, the "Inventory");

(d) All of the following collateral, wheresoever located, now and hereafter existing (the "Account Collateral"):

(i) all Blocked Accounts, all funds on deposit or otherwise held therein and all certificates, instruments and other property from time to time held therein or representing or evidencing the Blocked Accounts,

(ii) all Permitted Investments and all certificates and instruments from time to time representing or evidencing Permitted Investments,

(iii) all notes, certificates of deposit, deposit accounts, checks and other instruments from time to time hereafter delivered to or otherwise possessed by the Agent for or on behalf of such Debtor in substitution for or in addition to any or all of the then existing Account Collateral, and

(iv) all interest, dividends, cash, instruments, general intangibles and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the then existing Account Collateral;

(e) All of the following collateral, wheresoever located, now or hereafter existing (the "Security Collateral"):

(i) all shares of stock owned by the Debtor (the "Pledged Shares"), the certificates representing the Pledged Shares, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Shares;

(ii) all Indebtedness due to the Debtor (the "Pledged Debt") and the instruments evidencing the Pledged Debt, all liens and security interests securing or purporting to secure the Pledged Debt, together with all mortgages, security agreements and other documents evidencing such liens and security interests, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Debt;

(iii) all additional shares of stock of any issuer of the Pledged Shares or of any other issuer now or hereafter acquired by the Debtor in any manner, and the certificates representing such additional shares, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such additional shares; and

(iv) all additional Indebtedness from time to time owed to the Debtor by any obligor of the Pledged Debt or any other obligor (including, without limitation, (A) all Indebtedness arising from any sale or other disposition of any assets and (B) all Indebtedness arising from any loans or advances to any Affiliate or any other Person), and the instruments evidencing such additional Indebtedness, all liens and security interests related to such additional Indebtedness, together with all mortgages, security agreements and

other documents evidencing such liens and security interests, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such additional Indebtedness;

(f) All agreements to which the Debtor is now or hereafter becomes a party, as each of such agreements may be amended, modified or supplemented and in effect from time to time and any agreements in replacement thereof (such agreements as so amended, modified or supplemented and in effect from time to time or so replaced, being the "Assigned Agreements"), including, without limitation, the Tax Sharing Agreement, the interest rate protection agreements required by Sections 4.40 and 10.16 of the Credit Agreement, and the Purchase Agreement, and further including, without limitation:

(i) all rights of the Debtor to receive for its account monies due and to become due under or pursuant to the Assigned Agreements,

(ii) all rights of the Debtor to receive for its account proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements,

(iii) all claims of the Debtor for damages arising out of or for breach of or default or misrepresentation under the Assigned Agreements or any documents, instruments or opinions delivered pursuant thereto,

(iv) the right of the Debtor to terminate the Assigned Agreements, to perform thereunder and to compel performance thereof and otherwise exercise all remedies thereunder, and

(v) all rights of the Debtor now or hereafter existing in and to all mortgages, security agreements, leases and other contracts securing or otherwise relating to the Assigned Agreements,

provided, however, that the Assigned Agreements shall not include any leases or other agreements specified in the Master Collateral Assignment of Leases and each Collateral Assignment of Lease;

(g) To the extent not covered by clauses (d), (e) or (f) above all of the following collateral, wheresoever located, now or hereafter existing:

(i) all cash,

(ii) all accounts,

(iii) all general intangibles (including, without limitation, all partnership interests, joint venture interests, tax refunds, know-how, trade secrets, engineering plans, computer software, drawings and other proprietary information, patents and patent applications, unpatented inventions (whether or not patentable), the right to receive any assets distributed upon or in connection with the termination or overfunding of any employee benefit plan, copyrights, trade names, trademarks, service marks, trademark and service mark registrations and applications for trademark or service mark registration and renewals thereof (such trademarks, service marks, registrations, applications and renewals being, collectively, the "Trademark Collateral"), the goodwill of the businesses relating to the Trademark Collateral, license agreements relating to any of the Trademark Collateral and income therefrom, and the right to sue for all past, present and future infringements of the Trademark Collateral,

(iv) all contract rights (including, without limitation, all rights of the Debtor to receive monies due and to become due under or pursuant to any accounts, general intangibles and contract rights and all of the rights of the Debtor to terminate, and to perform, compel performance and otherwise exercise all remedies under, such accounts, general intangibles and contract rights),

(v) all documents in respect of Equipment and Inventory,

(vi) all chattel paper,

(vii) all instruments, and

(viii) all other obligations of any kind, now or hereafter existing, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services or the sale or other disposition of any other asset (including, without limitation, all obligations arising from loans or advances to any Affiliate or any other Person),

and all rights now or hereafter existing in and to all mortgages, security agreements, leases and other contracts securing or otherwise relating to any such cash, accounts, general intangibles, contract rights, documents, chattel paper, instruments or other obligations; and

(h) All cash and noncash proceeds and products of any and all of the foregoing (including, without limitation, proceeds which constitute property of the types described in clauses (a) through (g) above, inclusive, and all payments under any insurance (whether or not the Agent is the loss payee thereof), indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral.



DEFINITIONS

LIBER 541 PAGE 201

"Affiliate" means any person, company or business entity under common control or having similar shareholders owning at least ten percent (10%) thereof, whether such common control be direct or indirect.

"Blocked Accounts" means the Lockbox Accounts, the Cash Concentration Account, the Mellon Bank Account, the Cash Collateral Account (as defined in clause (ix) of Section 4(p) of the Security Agreement), the Agent's Account, as defined in the Credit Agreement, and the Deposit Accounts as defined in the Credit Agreement.

"Collateral Assignment of Lease" means the Collateral Assignment of Lease substantially in the form annexed to the Security Agreement as Exhibit P executed and delivered by a duly authorized officer of APCOA, Inc. or its Subsidiary, as the case may be, relating to a New Parking Contract.

"Indebtedness" means all of such Person's obligations and liabilities to any other Person, including, without limitation, all debts, claims, reimbursement obligations (in respect of any letter of credit or otherwise) and indebtedness, contingent, direct, indirect, fixed or otherwise, heretofore, now and/or from time to time hereafter owing, due or payable, however evidenced, created, incurred, acquired or owing and however arising, whether under written or oral agreement, operation of law, or otherwise.

"Master Collateral Assignment of Leases and Agreements" mean the Master Collateral Assignment of Leases and Agreements substantially in the form annexed to the Security Agreement as Exhibit C, executed and delivered by duly authorized officers of APCOA, Inc. and its Subsidiaries.

"New Parking Contract" means each lease, operating agreement, management contract or other agreement or instrument granting the right to use or occupy or operate or manage a parking facility, entered into by Debtor or any of its Subsidiaries, whether individually or through a Joint Venture Agreement, after April 14, 1989, including, without limitation, the agreements and instruments relating to any real property owned by Debtor or any of its Subsidiaries that comprises, in whole or in part, a parking facility, as the same may be amended, modified, supplemented, renewed or extended.

"Parking Contracts" mean the leases, agreements and other instruments relating to parking lots set forth in Exhibit 2.20 to the Purchase Agreement, as the same may be amended, modified, supplemented, renewed or extended.

"Permitted Investments" mean as to any Person any of the following that are in the possession and control of the Agent: (a) direct obligations of the United States of America, or of any agency thereof, or obligations guaranteed as to principal and interest by the United States of America or any agency thereof, maturing in not more than 365 days from the date of issue thereof; (b) certificates of deposit issued by any bank or trust company organized under the laws of the United States of America or any state thereof and having capital, surplus and undivided profits of at least \$100,000,000, maturing in 90 days or less from the date of acquisition thereof by such Person; and (c) commercial paper rated A-1 or P-1 by Standard & Poor's Corporation or Moody's Investors Service, Inc., respectively, maturing not more than 90 days from the date of creation thereof.

"Person" means and includes any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal, or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

"Reimbursable Expenses" mean any loans or advances from time to time made by Debtor or any of its Subsidiaries to or on behalf of any lessor or grantor under any Parking Contract or New Parking Contract that is required by such Person to finance capital improvements to the real property subject to such Parking Contract or New Parking Contract, which capital improvements shall inure to the benefit of Debtor or any of its Subsidiaries, as the case may be; provided, however, that such loan or advance shall be evidenced by such Parking Contract or New Parking Contract, as the case may be, or by a promissory note, in form and substance satisfactory to the Agent, payable to the order of Debtor or any of its Subsidiaries and delivered to the Agent in accordance with the Security Agreement.

"Subsidiary" or "Subsidiaries" mean any Person as used herein and shall mean a corporation of which shares of stock having ordinary voting power (other than stock having such power only by reason of the happening of a contingency) to elect a majority of the directors of such corporation are owned, directly or indirectly, by such Person.

"Tax Sharing Agreement" means the Tax Sharing Agreement substantially in the form annexed to the Security Agreement as Exhibit L, executed and delivered by duly authorized officers of Holberg Industries Inc., AP, APA and APCOA, Inc.

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☒

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ LESSEE

Name Hearth and Home Distributors, Inc.

Address 10305 Guilford Road, Annapolis Junction, MD 20701

2. ~~SECURED PARTY~~ LESSOR

Name General Electric Capital Corporation

Address 600 W. Germantown Pike, Plymouth Meeting, PA 19462

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) IDEC MicroVAC 3500 16MB EDP Computer, as more fully described on Annex A attached hereto and made a part hereof, together with all plugs, cables, wiring and other ancillary equipment as included in the cost of the equipment, with all

attachments, additions and accessories now or hereafter attached thereto and made a part thereof. This financing statement is being filed solely as a precaution if, contrary to the intention of the parties described above, the transaction relating to the property described herein is deemed to be other than a lease within the meanings of Section 1-201 (37) of the Uniformed Commercial Code.

Recordation tax of \$460.35 to be paid on balance of \$139,091.00 to Maryland State.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

- ☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

10305 Guilford Road, Annapolis Junction, MD

- ☒ (Proceeds of collateral are also covered)

- ☐ (Products of collateral are also covered)

Hearth and Home Distributors, Inc.

(Signature of ~~DEBTOR~~ LESSEE

R. Wayne Newsome  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

General Electric Capital Corporation

(Signature of ~~SECURED PARTY~~ LESSOR

Dennis Duffany, RCs

Type or Print Above Signature on Above Line

RECORD FEE 11.00  
POSTAGE .50

05/10/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

BL  
CLERK

(6/87)

030000

ANNEX A  
TO  
SCHEDULE NO. Three (3)  
TO MASTER LEASE AGREEMENT  
DATED AS OF \_\_\_\_\_, 198

541 PAGE 203

Description of Equipment

Manufacturer

Total Cost

One (1) IDEC MicroVAX 3500 16MB EDP Computer System  
Less Allowance  
Including but not limited to the following:

\$85,286.00


(8529.00)

One (1) 16MB Memory ECC	\$12,000.00
One (1) VMS V5.02 Media & Documentation	\$3,769.00
One (1) Upgrade Warranty for VMS	\$2,880.00
One (1) DECNET/PCSA Client Software Media	\$281.00
One (1) PC Network Integration Package	\$1,280.00
One (1) Attachment Unit Interface	\$54.00
One (1) VAX Basic License	\$9,731.00
One (1) VAX Basic Media & Documentation	\$913.00
One (1) Upgrade Warranty	\$300.00
One (1) LAT License	\$51.00
One (1) LAT Media & Documentation	\$408.00
One (1) Upgrade Warranty	\$240.00
One (1) 9-Track Tape Drive	\$7,610.00
One (1) MVIII Tape Controller	\$1,191.00
One (1) QT-14 Cable Kit	\$439.00
One (1) MVIII ESDI Controller	\$1,533.00
One (1) QD24 Cable Kit	\$351.00
One (1) 16 Port Server	\$5,101.00
One (1) Tape Cables	\$41.00
One (1) Drive Cables/Back Panels	\$146.00
One (1) 40" Cabinet	\$780.00
One (1) Filler Panel	\$24.00
One (1) Filler Panel	\$84.00
One Filler Panel	\$23.00
One (1) Word Perfece License for MV3500	\$8,000.00
One (1) 760MB Disk Storage	\$3,504.00
One (1) Integration Charges for Hardware	\$800.00
One (1) Integration Charges for Software	\$800.00

Together with all plugs, cables, wiring and other ancillary equipment as included in the cost of the equipment, with all attachments, additions and accessories now or hereafter attached thereto and made a part thereof.

Initials:

\_\_\_\_\_  
Lessor

  
\_\_\_\_\_  
Lessee

1060d



277282

LIBER 541 PAGE 204

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) <i>Neider Theodore</i> MARTHA B NEIDERT <i>7934 Tick Neck Rd</i> <i>Pasadena, Md. 21122</i>	2. Secured Party(ies) and address(es) ENVIRONMENTAL WATER CONTROL INC 511 C EASTERN BLVD ESSEX, MD, 21221	For Filing Officer (Date, Time, Number, and Filing Office)  <div>BL CLERK RECORD FEE 12.00 3-1890 0777 R01 715:41 05/10/89</div>
4. This financing statement covers the following types (or items) of property: (SECURED PARTY IS SELLER) INSTALLED ONE UNITED WATER TREATMENT SYSTEM MODEL 1054 (CONS. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 7934 TICKNECK RD PASADENA MD. 21122)		5. Assignee(s) of Secured Party and Address(es) <i>Security Pacific</i> <i>Suite 126</i> <i>901 Dulany Valley Rd</i> <i>Towson, Md. 21204</i>
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		
Check <input checked="" type="checkbox"/> if covered. <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
Filed with: A.A. COUNTY		
By: <i>Theodore T Neider</i> THEODORE T NEIDERT <i>Marta B Neider</i> MARTHA B NEIDERT Signature(s) of Debtor(s)		X By: <i>Joseph B Antonelli</i> ENVIRONMENTAL WATER CONTROL INC. JOSEPH B ANTONELLI Signature(s) of Secured Party(ies)
STANDARD FORM - FORM UCC-1.		
(1) Filing Officer Copy-Alphabetical		

277283

MARYLAND NATIONAL BANK

Book 541 Page 205

## FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records of \_\_\_\_\_
2. ☒ To Be Recorded among the Financing Statement Records of Anne Arundel County and Maryland State Department of Assessment and Taxation
3. ☐ Not subject to Recordation Tax.
4. ☒ Recordation Tax has been paid on the principal amount of \$ 350,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

RECORD FEE 12.00  
POSTAGE .50  
#447530 C237 R02 T13:35  
05/11/89  
H. EARLE SCHAFER  
AA CO. CIRCUIT COURT

5. Debtor(s) Name(s):  
Rental Management Associates

Address(es):  
P.O. Box 1533  
Glen Burnie, Maryland 21061



6. Secured Party:  
MARYLAND NATIONAL BANK  
Attention: Dennis R. Glasgow

Address: Real Estate and Mortgage Division  
10 Light Street  
P.O. Box 871  
Annapolis, Md. 21404  
Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated May 1, 19 89 from Debtor(s) to Margaret D. Kimmil and Constance M. Creamer, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):  
Rental Management Associates

By: E. Patrick Cole (SEAL)  
E. Patrick Cole, Managing General Partner

Secured Party:  
MARYLAND NATIONAL BANK

By: Dennis R. Glasgow (SEAL)  
Dennis R. Glasgow, Vice President  
Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

12<sup>00</sup>  
50

541 PAGE 206

LEGAL DESCRIPTION

BEGINNING FOR THE SAME at a point on the northwesternmost right of way line of Ridge Road, Maryland Route #713, said point also marks the southeasternmost corner of that conveyance from Ruben Perry McBee to Kenneth E. Cavin by Deed dated May 28, 1986, and recorded among the Land Records of Anne Arundel County in Liber E.A.C. 4083, folio 111, thence from the point of beginning so fixed and leaving the northwesternmost side of Ridge Road, Maryland Route #713 and binding on the outline of the above mentioned conveyance the following two courses and distances and as surveyed 1) North 49 degrees, 46 minutes, 51 seconds West 131.50, feet and 2) North 38 degrees, 12 minutes, 35 seconds East 259.56, feet to a point on the southwest right of way of Dorsey Road, Maryland Route #176, thence binding on the southwest right of way line of Dorsey Road; 3) along a regular curve deflecting to the right having a radius of 1,949.86 feet, a length of 89.77 feet and chord of South 54 degrees, 36 minutes, 03 seconds, East 89.76, feet to a point thence leaving the southwest side of Dorsey Road and binding along the west side of Ridge Road; 4) South 00 degrees, 20 minutes, 29 seconds, East 68.56 feet; 5) along a curve deflecting to the right having a radius of 2,292.00 feet, a length of 198.05 feet and a chord of South 38 degrees, 16 minutes, 16 seconds, West 197.99 feet and; 6) South 40 degrees, 44 minutes, 41 seconds, West 16.98 feet to the point of beginning.

Containing within the bounds of this description 34,129 square feet or 0.783 acres of land, more or less.



INDEMNITY FINANCING STATEMENT

1.        To Be Recorded in the Land Records.
2.   /   To Be Recorded among the Financing Statement Records.
3.   X   Not subject to Recordation Tax.
4.        Subject to Recordation Tax on an initial debt in the principal amount of                     . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of                     .

5.	Guarantor's Name	Address
	Atlantic Utilities, Inc., a Maryland corporation	8174 Ritchie Highway Pasadena, MD 21122
6.	Secured Party	Address
	First Annapolis Savings Bank, FSB	1832 George Avenue Annapolis, MD 21401

7. This Financing Statement covers and Guarantor hereby grants to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

All of the machines, apparatus, equipment, fixtures and articles of personal property of the Guarantor, both now owned and hereafter acquired which are located on the real property described in Exhibit A attached hereto and incorporated herein by reference, or in any improvements thereon, whether now affixed or to be affixed thereto, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now or hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

## Guarantor:

ATLANTIC UTILITIES, INC.,  
a Maryland corporation

By: James J. Mandrin

James J. Mandrin, President



RECORD FEE 11.00  
POSTAGE .50  
#355950 0717 R03 710:22  
05/12/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Address where Collateral  
will be located:

19.09 acres, Delmont Station  
Anne Arundel County, Maryland

Mr. Clerk: Please return to M. Willson Offutt, IV, Esq.,  
Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral  
Street, P.O. Box 868, Annapolis, Maryland 21404.

A:FF42845.IFS FF #81

11.80

## EXHIBIT "A"

BEGINNING FOR THE SAME at a point marking the intersection of the North side of Delmont Road, existing 30-foot right of way, and the East side Clark Station Road, existing 30-foot right of way, all as shown on the Plat "Delmont Station" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 117, page 1; thence leaving said point of beginning so fixed and running with and binding along the East side of said Clark Station Road as shown on the aforementioned Plat,

- 1) North 07 degrees 56 minutes 13 seconds West 279.74 feet to a pipe found; thence running with and binding along part of the West boundary of the aforesaid Plat,
- 2) South 82 degrees 37 minutes 27 seconds East 193.48 feet to a pipe found,
- 3) North 04 degrees 54 minutes 18 seconds West 208.72 feet,
- 4) North 03 degrees 15 minutes 19 seconds West 208.72 feet,
- 5) North 82 degrees 49 minutes 14 seconds West 190.86 feet to a pipe found; thence running with and binding along the East side of the aforesaid Clark Station Road,
- 6) North 05 degrees 07 minutes 44 seconds West 43.38 feet to a pipe found; thence running with and binding along part of the West boundary of the aforesaid Plat,
- 7) South 81 degrees 01 minute 16 seconds East 193.50 feet to a pipe found, and
- 8) North 06 degrees 28 minutes 46 seconds East 202.85 feet to a stone; thence running with and binding along part of the boundary of the Lot 65 as shown on the aforesaid Plat,
- 9) South 81 degrees 25 minutes 25 seconds East, 179.91 feet, and
- 9A) South 81 degrees 25 minutes 26 seconds East, 135.00 feet, and
- 10) North 18 degrees 30 minutes 02 seconds East 140.75 feet; thence running with and binding along part of the North boundary of the aforesaid Plat,
- 11) South 68 degrees 49 minutes 59 seconds East 390.82 feet,
- 12) South 05 degrees 41 minutes 11 seconds West 213.00 feet,
- 13) South 68 degrees 49 minutes 59 seconds East 238.97 feet; thence running with and binding along the West side of Walton Road, existing 30 foot right of way as shown on the aforesaid Plat,
- 14) South 05 degrees 41 minutes 11 seconds West 699.94 feet; thence running with the South boundary of the aforesaid Plat,
- 15) North 73 degrees 18 minutes 13 seconds West 120.00 feet to a pipe found,
- 16) North 16 degrees 41 minutes 47 seconds East 58.71 feet to a pipe found,
- 17) North 73 degrees 18 minutes 13 seconds West 521.97 feet, and
- 18) South 16 degrees 41 minutes 47 seconds West 208.85 feet to a pipe found; thence running with and binding on the North side of Delmont Road, existing 30 foot right of way, as shown on the aforesaid Plat,
- 19) North 73 degrees 18 minutes 13 seconds West 354.11 feet to the point of beginning.

CONTAINING in all 19.09 acres of land, more or less.

SAVING AND EXCEPTION THEREFROM all that 47,198 sq. ft. parcel of land shown and described as "Recreation Area" on that Plat entitled "Delmont Station", which Plat is recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 117, page 1, as Plat No. 6125.

FURTHER SAVING AND EXCEPTING all that 44,376 sq. ft. parcel of land shown and described as "Storm Water Management Passive Recreation Area" on the aforesaid Plat entitled "Delmont Station".

BEING subject to a First Deed of Trust in the amount of \$1,855,000.00 from Atlantic Utilities, Inc. unto Christine C. Kennison and Alvin J. Eisenrauch as Trustees for the benefit of First Annapolis Savings Bank, FSB and recorded among the Land Records of Anne Arundel County in Liber 4815, folio 381.

REORDER FROM  
Register, Inc.  
514 PIERCE ST.  
P.O. BOX 218  
ANOKA, MN. 55303  
(612) 421-1713

BOOK 541 PAGE 208

277285

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 18,000.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR 6649

Name Ronald Allen Jones

Address 103 Trailing Ivy Lane, Severna Park, MD 21146

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., #207

Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) 1988 Melroe Clark Bobcat Model M843  
Skid Steer Loader, s/n 28059 with Auger,  
s/n 5091 with all attachments and accessories.

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Ronald Allen Jones  
(Signature of Debtor)

Ronald Allen Jones  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



RECORD FEE 11.00  
POSTAGE .50  
#356430 C777 R03 T11:03  
05/12/89

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

RECORD TAX 126.00  
#356440 C777 R03 T11:04  
05/12/89

L.L. Summers  
(Signature of Secured Party)  
Type or Print Above Signature on Above Line

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

11.50



541 PAGE 209

STATE OF MARYLAND

277236

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 6780<sup>00</sup>

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 5-4-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ronald Harold Carlson

Address 8305 Harriet Lane, Severn, MD 21144

2. SECURED PARTY

Name JOHN DEERE CO.

Address P.O. Box 65090

West Des Moines, IA 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 06/04/94

4. This financing statement covers the following types (or items) of property: (list)

1989 JOHNSON 150TACE MOTOR  
S/N 8152993

Name and address of Assignee

RECORD FEE 11.00

RECORD TAX 49.00

POSTAGE .50

#756450 C777 R03 T11:04

05/12/89

BL  
CLERK

H. ERLE SCHAFER

HA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Ronald H. Carlson  
(Signature of Debtor)

RONALD H. CARLSON  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Deere Co.

(Signature of Secured Party)

Thomas J. Mott

Type or Print Above Signature on Above Line

49

50

541 210

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 519 FOLIO 155 ON October 21, 1987 (DATE)

1. DEBTOR

Name Water Oak Forest Corporation, a Maryland corporation

Address 305 East Furnace Branch Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Provident Bank of Maryland

Address 114 East Lexington Street, Baltimore, MD 21202 Attn: Commercial Real  
Estate Department  
Diversified Title Corporation, 10 E. Balto. St., Ste. 1212, Balto., MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☒  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Exhibit A attached.

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00  
POSTAGE .50  
#356560 C777 R03 711:09  
05/12/89  
H. E. LE SCHAFER  
AA CO. CIRCUIT COURT

PROVIDENT BANK OF MARYLAND

Dated April 4, 1989

By: Mary R. Henderson  
(Signature of Secured Party)

Mary R. Henderson, Assistant Vice President  
Type or Print Above Name on Above Line

158  
DIVERSIFIED TITLE CORPORATION  
10 EAST BALTIMORE STREET  
SUITE 1212  
BALTIMORE, MD 21202

## Exhibit A

BEING KNOWN AND DESIGNATED as Lot No. 6 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 5 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 43, respectively.

BEING KNOWN AND DESIGNATED as Lot No. 50 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 2 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 40, respectively.



UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 501 FOLIO 09 ON July 22, 1986 (DATE)

## 1. DEBTOR

Name Water Oak Forest Corporation, a Maryland corporationAddress 305 East Furnace Branch Road, Glen Burnie, Md 21061

## 2. SECURED PARTY

Name Provident Bank of MarylandAddress 114 East Lexington Street, Baltimore, MD 21202, Attn: Commercial Real Estate DepartmentDiversified Title Corporation, 10 E. Balto. St., Ste. 1212, Balto., MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENTA. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☒  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Exhibit A attached.C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: ☐  
(Indicate whether amendment, termination, etc.)RECORD FEE 10.00  
POSTAGE .50  
#356570 0777 R03 711:09  
05/12/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

PROVIDENT BANK OF MARYLAND

Dated April 4, 1989By: Mary R. Henderson  
(Signature of Secured Party)Mary R. Henderson, Assistant Vice President  
Type or Print Above Name on Above Line152  
DIVERSIFIED TITLE CORPORATION  
10 EAST BALTIMORE STREET  
SUITE 1212  
BALTIMORE, MD 21202

BEING KNOWN AND DESIGNATED as Lot No. 6 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 5 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 43, respectively.

BEING KNOWN AND DESIGNATED as Lot No. 50 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 2 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 40, respectively.

541 214

STATE OF MARYLAND

277287

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DePasquale, Daniel d/b/a DePasquale & Sons Paving

Address 4616 Mountain Rd. Pasadena, MD 21122

2. SECURED PARTY

Name State Equipment, Division of Secorp National, Inc.

Address 1400 Joh Ave. Baltimore, MD 21227

First Interstate Credit Alliance, Inc. 500 DiGiulian Blvd. Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 18.00  
POSTAGE .50  
56670 07/77 R03 T11:14  
05/12/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) \_\_\_\_\_
4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY  
First Interstate Credit Alliance, Inc.  
500 DiGiulian Blvd.  
P.O. Box 1680  
Glen Burnie, MD 21061



CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☒ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

Daniel DePasquale d/b/a DePasquale & Sons Paving

Daniel DePasquale  
(Signature of Debtor)

Daniel DePasquale, owner  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

State Equipment, Division of Secorp National, Inc.

Glen S. Conklin  
(Signature of Secured Party)

Glen S. Conklin, VP  
Type or Print Above Signature on Above Line



## FIRST INTERSTATE CREDIT ALLIANCE, INC.

## CONDITIONAL SALE CONTRACT NOTE

TO: State Equipment, Division of Secorp National, Inc. FROM: Daniel DePasquale d/b/a DePasquale & Sons Paving  
("Seller") ("Buyer")  
1400 Joh Ave. Baltimore, MD 21227 4616 Mountain Rd. Pasadena, MD 21122  
(Address of Seller) (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):  
**One (1) New Mauldin Model 4000 2 ton articulated Vibratory Poller, S/N 8906152**

(1) TIME SALES PRICE .....	\$ 12,946.65
(2) Less DOWN PAYMENT in Cash .....	\$ 1,114.65
(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance).....	\$ -0-
(4) CONTRACT PRICE (Time Balance).....	\$ 11,832.00
Record Owner of Real Estate:	

## \*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

4616 Mountain Rd.PasadenaAnne ArundelMD

(Street and Number)

(City)

(County)

(State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Eleven thousand eight hundred thirty two and 00/100 Dollars (\$ 11,832.00) being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 8th day of June, 1989, and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$ 493.00 and the final installment being in the amount of \$ 493.00 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0-% per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

## TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

## BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: May 4, 1989  
State Equipment, Division of Secorp National, Inc. (SEAL)

Accepted: \_\_\_\_\_ (Print Name of Seller Here)

By: [Signature]

(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

## BUYER(S)-MAKER(S):

Daniel DePasquale d/b/a DePasquale & Sons Paving (SEAL)

By: [Signature] (Print Name of Buyer-Maker Here)

Co-Buyer-Maker: \_\_\_\_\_ (SEAL)

(Print Name of Co-Buyer-Maker Here)

By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_



**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession; storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisalment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.**

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: \_\_\_\_\_, 19 \_\_\_\_\_

(Corporate, Partnership or Trade Name or Individual Signature)

(SEAL)

Signature  
of  
Seller

(Witness)

By:

(Signature, Title of Officer, "Partner" or "Proprietor")



# ASSIGNMENT

BOOK 541 PAGE 217

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed

conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated May 4, 1989

between State Equipment, Division of Secorp National, Inc., as Seller/Lessor/Mortgagee

and Daniel DePasquale d/b/a DePasquale & Sons Paving 4616 Mountain Rd. Pasadena, MD 21122  
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 11,832.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 4th day of May, 19 89.

State Equipment, Division of Secorp National, Inc. (Seal)  
(Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA-L-5A



277288

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☐ Not subject to Recordation Tax  
☒ Subject to Recordation Tax; Principal Amount is \$ 10,800.00  
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR  
Gable Signs & Graphics, Inc.  
\_\_\_\_\_  
(Name)  
7948 Fort Smallwood Road  
\_\_\_\_\_  
(Address)  
Baltimore, Maryland 21226

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
Attn: Jennifer Austin  
\_\_\_\_\_  
(Name of Loan Officer)  
18 West Street  
\_\_\_\_\_  
(Address)  
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

1989 Gerber Supersprint  
Production Computer  
Serial No. 141271

RECORD FEE 11.00  
RECORD TAX 77.00  
POSTAGE .50  
#756890 0777 R03 T11:15  
05/12/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)  
Gable Signs & Graphics, Inc. (Seal)  
\_\_\_\_\_  
(Signature) (Seal)  
Paul P. Gable  
\_\_\_\_\_  
(Print or Type Name)

DEBTOR (OR ASSIGNOR)  
\_\_\_\_\_  
(Signature) (Seal)  
\_\_\_\_\_  
(Print or Type Name)

541 PAGE 219

277289

Debtor or Assignor Form

Anne Arundel Co.

MARYLAND FINANCING STATEMENT

☐ Not subject to Recordation Tax

☒ Subject to Recordation Tax; Principal Amount is \$ 4000.00 (28.00)

☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Pickwick Manor, Inc.

7733 Telegraph Road

(Name)

Severn Maryland 21144

(Address)

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn: Calvin L. Garlic 101-560

(Name of Loan Officer)

P.O. Box 1596

Baltimore (Address) MD. 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures, (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

SECURED PARTY (OR ASSIGNEE)

Pickwick Manor Inc.

(Seal)

Charlotte Dubin

(Seal)

(Signature)

Charlotte Dubin, CHAIRMAN

(Print or Type Name)

(Seal)

(Seal)

(Signature)

(Print or Type Name)

11.8

Debtor or Assignor Form

Anne Arundel Co.

MARYLAND FINANCING STATEMENT

☐ Not subject to Recordation Tax

☒ Subject to Recordation Tax; Principal Amount is \$ 4000.00 (28.00)

☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Pickwick Manor, Inc.

7733 Telegraph Road

(Name)

Severn Maryland 21144

(Address)

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn: Calvin L. Garlic 101-560

(Name of Loan Officer)

P.O. Box 1596

Baltimore (Address) MD. 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

RECORD FEE 11.00

RECORD TAX 28.00

POSTAGE .50

#356700 0777 R03 T11:16

05/12/89



DEBTOR (OR ASSIGNOR)

SECURED PARTY (OR ASSIGNEE)

Pickwick Manor Inc.

(Seal)

Charlotte Dubin

(Seal)

(Signature)

Charlotte Dubin, CHAIRMAN

(Print or Type Name)

WILLIAM SCHAFER

HA CO. CIRCUIT COURT

(Seal)

(Seal)

(Signature)

(Print or Type Name)

11  
28-50



RECORDATION TAX CERTIFICATE

The undersigned hereby certifies that the books and records of

Pickwick Manor, Inc. ("Debtor") show

the following values for property which secures a total debt of

\$ 25,000.00 to The First National Bank of Maryland.

(A)

Value of inventory, contract rights  
and other exempt property

\$ 123,072.00

(X)

Total value of all property  
covered by financing statement

\$ 145,948.00

(Y)

(X) ÷ (Y) =  $\frac{84}{(B)}$  %

Therefore, the amount of debt exempt from recordation tax is computed as follows, in accordance with the advice of the Maryland Attorney General's Office:

\$ 25,000.00 (A) X  $\frac{84}{(B)}\%$  = \$ 21,000.00 (C)

and the total amount of debt subject to tax upon the filing of financing statements submitted herewith, is \$ 4,000.00.

\$ 25,000.00 (A) - \$ 21,000.00 (C)

Pickwick Manor, Inc.

(Name of Debtor)

By: ✓

*Man L. Bell* (SEAL)

Date: 4/7, 1989

541 PAGE 222

277291

<b>This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.</b>		<b>No. of Additional Sheets Presented:</b>
<b>(1) Debtor(s) (Last Name First) and Address(es):</b> Reds Dove, Inc. 27279 Solomons Island Road Edgewater, MD 21037 M-34849-1	<b>(2) Secured Party(ies) (Name(s) And Address(es):</b> Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	<b>RECORD FEE</b> 11.00 <b>POSTAGE</b> .50 #356710 0777 AUG 11:16 05/12/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT <b>For Filing Officer</b>
<b>(3) (a) <input type="checkbox"/> Collateral is or includes fixtures.</b> <b>(b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered</b> <b>(c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5).</b> <small>If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).</small>	<b>(4) Assignee(s) of Secured Party, Address(es):</b>	

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #980C Wheel Loader S/N 63X08563



☒ Products of the Collateral Are Also Covered.

NOT SUBJECT TO RECORDATION TAX

(6) Signatures: Debtor(s)

Reds Dove, Inc.

James D. Steinberg - President

(By)

Standard Form Approved by N.C. Sec. of State and other states shown above.

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction and ☒

☐ Collateral Is Brought Into This State  
☐ Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

(1) Filing Officer Copy - Numerical

11.50

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐This financing statement Dated 5/05/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name BENJAMIN A de GUZMAN, M.D., P.A.Address 1720 CRAIN HIGHWAY, S #204, GLEN BURNIE, MD 21061

## 2. SECURED PARTY

Name THE BANK OF GLEN BURNIEAddress P.O. DRAWER 70, GLEN BURNIE, MARYLAND 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) MAY 5, 1989

4. This financing statement covers the following types (or items) of property: (list)

24 HOUR FULL DISCLOSURE HOLTER MONITOR  
PULMONARY FUNCTION TESTING EQUIPMENT  
COMPUTER SOFTWARERECORD FEE 13.00  
POSTAGE .50  
#356740 CT77 R03 T11:19  
05/12/89H. ERLE SCHAFER  
AA CO. CIRCUIT COURTCHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX XX (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

BENJAMIN A de GUZMAN, M.D.,

P.A.

BY: Benjamin A. de Guzman, M.D.

(Signature of Debtor)

BENJAMIN A de GUZMAN,

Type or Print Above Name on Above Line

BY: Elizabeth de Guzman

(Signature of Debtor)

ELIZABETH de GUZMAN,

Type or Print Above Signature on Above Line

13.80

THE BANK OF GLEN BURNIE

X

Stephen G. Boyd

(Signature of Secured Party)

Stephen G. Boyd

Senior Vice President

Type or Print Above Signature on Above Line



277293

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. To be recorded in the Land Records. BOOK 541 PAGE 224  
☒ 2. To be recorded among the Financing Statement Records.  
☐ 3. Not subject to Recordation Tax.  
☒ 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 50,000.00.  
 The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to State Department of Assessments and Taxation

5. Debtor(s) Name(s): Clinical Perfusionists, Inc. Address(es): 312 Severn Avenue  
 Annapolis, Maryland 21403

See Attached Schedule A for additional addresses

6. Secured Party: EQUITABLE BANK, NATIONAL ASSOCIATION Address: 100 South Charles Street  
 Attention: Commercial Note Department Baltimore, Maryland 21201  
 Debra Grimm

7. This Financing Statement covers the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and noncash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

☐ A. All of each Debtor's present and future accounts, contract rights, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all right to the payment of money due or to become due to each Debtor or any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

☐ B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

☐ C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

☒ D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

☐ E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

☐ F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

☐ 8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are

Debtors: Clinical Perfusionists, Inc.

By: X George W. Hay, President



11.00  
 .50  
 #356780 C777 R03 111:22  
 05/12/89  
 H. ERLE SCHAFER  
 AA CO. CLERK COURT

(Seal) (Seal)  
 (Seal) (Seal)  
 (Seal) (Seal)

Mr Clerk: Please return to the address set forth in paragraph 6 above.

SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, N.A. and Clinical Perfusionists, Inc.

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Section 5, Debtor's Address(es) continued

University of Md. Hospital  
22 S.Green St. Flr/Pump RM/Department of Surgery  
Baltimore, Maryland 21201

Section 7, Collateral Description continued

Blood Analyzing Equipment  
1) Analyzer STP5 Catalog #08957 Serial #GO5389110  
2) Analyzer STP5 Catalog #08957 Serial #GO5389080

277294

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

(1) Debtor(s) (Last Name First) and Address(es):

Kenster Tri-State & Co.  
621 Mayo Road  
Edgewater, MD 21037  
M-34658

19-86

(2) Secured Party(ies) (Name(s) And Address(es):

Alban Tractor Co., Inc.  
P. O. Box 9595  
Baltimore, MD 21237

(3) (a) ☐ Collateral is or includes fixtures.  
(b) ☐ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c) ☐ Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):  
Caterpillar Financial Services Corporation  
10630 Little Patuxent Parkway  
Columbia, Maryland 21044

For Filing Officer

RECORD FEE 11.00  
POSTAGE .50  
#356940 DTTF NOS 111:33  
05/12/89  
H. LYLE SCHAFER  
AA CO. CIRCUIT COURT

BL  
CLERK

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #EL240 Exavator S/N 4JF00269

#21324

SECURED PARTY IS SELLER OF EQUIPMENT

ANNE ARUNDEL COUNTY, MD

NOT SUBJECT TO RECORDATION TAX

☒ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Kenster Tri-State & Co.

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By) William Brewster Sec.  
Standard Form Approved by N.C. Sec. of State  
and other states shown above.

William Brewster  
Secretary

(1) Filing Officer Copy - Numerical

115

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction and ☒ Mark Welsh, Asst. Secty.

☐ Collateral Is Brought Into This State  
☐ Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-9-402 (2)

4784 UCC-1



541 PAGE 227

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)

E & B ERECTORS  
PO BOX 1438 Severn Park, MD  
21142

2 Secured Party(ies) and address(es)

The Lincoln Electric Co.  
22801 St. Clair Ave  
Cleveland, OH 44117-1199

3 Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

524-524

This statement refers to original Financing Statement No. 097310

Dated: March 24, 19 88

A. Continuation ☐

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐

From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:

D. Other ☒

Termination

RECORD FEE 10.00  
POSTAGE .50  
#356960 0777 R03 111:34  
05/12/89

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

This instrument prepared by The Lincoln Electric co.

By:

Signature(s) of Debtor(s)

April 18

19 89

The Lincoln Electric co

By:

Michael J. O'Connor

(Signature of Secured Party)

Credit Mfg

STANDARD FORM 100 - UNIFORM COMMERCIAL CODE - FORM UCC-3  
Approved by The Secretary of State

Filing Officer Copy - Alphabetical

The Ohio Legal Blank Co., Cleveland  
Publishers and Dealers Since 1883

541 228

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

HANKINS, CECIL  
152 Northdale Road  
XXXXXXX  
Glen Burnie, MD 21061

2 Secured Party(ies) and address(es)

The Lincoln Electric Co  
22801 St. Clair Ave.  
Cleveland, OH 44117-1199

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 10.00  
#356970 CTTT R03 T11:42  
05/12/89

H. EARLE SCHAFER

34 CO. CIRCUIT COURT

This statement refers to original Financing Statement No. 144850

Dated:

4/29

19 88

A. Continuation ☐

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐

From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:

D. Other ☒

Termination

This instrument prepared by The Lincoln Electric Co.

By:

Signature(s) of Debtor(s)

Dated:

April 18

19 89

By:

The Lincoln Electric co

Michael A. Conner

(Signature of Secured Party)

Credit mgr

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-3  
Approved by The Secretary of State

Filing Officer Copy — Alphabetical

The Ohio Legal Blank Co., Cleveland  
Publishers and Dealers Since 1883

277236

541 229

MARYLAND NATIONAL BANK

## FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records of \_\_\_\_\_
2. ☒ To Be Recorded among the Financing Statement Records of Anne Arundel County and Maryland State Department of Assessment and Taxation
3. ☐ Not subject to Recordation Tax.
4. ☒ Recordation Tax has been paid on the principal amount of \$ 424,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s):  
Marvin J. Stursa  
Katherine L. Stursa

Address(es):  
21 Boone Trail  
Severna Park, Maryland 21146

RECORD FEE 12.00  
POSTAGE .50  
4449140 0237 R02 111:46  
05/12/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



6. Secured Party:  
MARYLAND NATIONAL BANK  
Attention: Sandra L. Childers

Address: Real Estate and Mortgage Division  
~~XXXXXXXXXX~~ P.O. Box 871  
~~XXXXXXXXXX~~ Annapolis, Md. 21401  
~~XXXXXXXXXX~~

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated April 14, 19 89 from Debtor(s) to Margaret D. Kimmil and Constance M. Creamer, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):

Marvin J. Stursa (SEAL)  
Marvin J. Stursa  
Katherine L. Stursa (SEAL)  
Katherine L. Stursa

Secured Party:  
MARYLAND NATIONAL BANK

By: Sandra L. Childers (SEAL)  
Sandra L. Childers, Real Estate Lending Officer  
Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.



BEGINNING for the second thereof, at a point located on the South side of Dorsey Road, a distance of 239.8 feet from the intersection of the South side of Dorsey Road with the southwesterly side of a county road, said county road being 42.44 feet wide, and running in a southeasterly direction from Dorsey Road to Wilson Road; and running thence west binding on the South side of Dorsey Road a distance of 100 feet; and running thence perpendicular South in straight line between lots nos. 11 and 12 of Glenbrook, a distance of 253.44 feet, and running thence at right angles parallel with Dorsey Road east a distance of 100 feet to intersect a line drawn at right angles from the point of beginning between lots nos. 12 and 13 of Glenbrook, and running thence reversing the line so drawn North a distance of 253.45 feet to the point of beginning. Said lot of ground being known as the North one-half of Lot No. 12 on the Plat of Glenbrook, recorded in Plat Book F.S.R. No. 5, folio 34, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Road A-9, Plat No. 7, Now Plat Book 11, folio 16. The improvements thereon being known as No. 1111 Dorsey Road.

ALL that lot of ground, situate, lying and being in 5th Election District of Anne Arundel County and described as the northmost one-half of Lot 2 Glenbrook as shown on a Plat filed among the Plat Records of Anne Arundel County in Plat Book No. 5, folio 34 and now in Plat Book No. 11, folio 16 and being that half bordering on Dorsey State Road.

BEGINNING for the same and being known and designated as Lots Numbered 14-15 and 16A as shown on the Plat of Glenbrook, which plat is filed in Plat Cabinet 1 Rod A-9 Plat 7 (Plat Book F.S.R. No. 5, folio 34) (Now Plat 11, folio 16) and having a combined frontage of one hundred and thirty-nine and ninety-eight one-hundredths feet on the south side of Dorsey Road as shown on said plat. Saving and Excepting therefrom the southernmost portion of Lot No. 15 as shown on the aforementioned Plat of Glenbrook and described as follows: Beginning for the same at the point where the northmost side of Wilson Road, as laid out 30 feet wide, is intersected by the division line between lot 14 and 15, as shown on the Plat of Glenbrook, filed among the Land Records of Anne Arundel County in Plat-Cabinet 1 Rod A-9 Plat 7; and running thence, with the northmost side of Wilson Road, North 87 degrees 00 minutes East 100.00 feet to the division line between lot 15 and lot 16A; thence leaving the said road and running with the said last mentioned division line, North 3 degrees 00 minutes West 253.45 feet; thence leaving the said division line and running across lot 15, South 87 degrees 00 minutes West 100.00 feet; thence running with the aforementioned division line West 100.00 feet; thence running with the aforementioned division line between lot 14 and 15 South 3 degrees 00 minutes East 253.45 feet to the place of beginning. Containing 25,345 square feet of land.

SAVING AND EXCEPTING the following:

BEGINNING for the same at a point on the northmost side of Wilson Road, as laid out 20 feet wide, on a Plat of Glenbrook filed among the Land Records of Anne Arundel in Plat Cabinet No. 1, Rod A-9, Plat no. 7, (and recorded in Plat Book No. 11, folio 16), at the intersection of the northmost side of the Road and the division line between Lot 14 and Lot 15 as shown on said Plat, and running thence with the northmost side of said Road, South 87 degrees 00 minutes West 100 feet, thence leaving the said Road and running with the division line between Lot 13 and Lot 14, North 3 degrees 00 minutes West 200 feet; thence running across said Lot 14, North 87 degrees 00 minutes East 100 feet to the aforementioned division line between Lot 14 and Lot 15; thence running with the last mentioned division line, South 3 degrees 00 minutes East 200 feet to the point of beginning. BEING the southernmost 200 feet of Lot 14 as shown on the aforesaid Plat, and being also a part of the whole tract which by Deed dated November 30, 1954, recorded among the Land Records of Anne Arundel in Liber J.H.H. No. 884, folio 77, was granted and conveyed by Arthur A. Anderson and Nora H. Anderson, his wife, unto Elizabeth M. Krencik, the Grantor herein, for life, with full power of disposition as in said Deed set forth, and in the exercise of which powers these presents are executed.

As recorded among the Land Records of Anne Arundel County in Liber 961, folio 274, by deed dated November 5, 1955.

541 231

277297

FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)  Sales Support Company, Inc. 8901 Herrmann Drive Columbia, MD 21045	2. Secured Party(ies) and address(es)  The Riggs National Bank of Washington, DC 808 17th Street, NW 10th Floor Washington, DC 20006	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 #37280 CTTT R03 114:56 03/12/89 CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property:  1989 Cadillac Sedan de Ville, S/N 1G6CD5152K4322047  (Inventory-not subject to recordation tax)		5. Assignee(s) of Secured Party and Address(es)  BL CLERK
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected: Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		Filed with:  Anne Arundel County, MD.
By: <u>Charles E. Nolte</u> Charles E. Nolte, Secretary/Treasurer (1) Filing Officer Copy - Alphabetical		By: <u>Mary Ann Bovay</u> Mary Ann Bovay, Vice-President

STANDARD FORM - FORM UCC-1.

541 232

277298

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ -0-

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation  
Address 50 Rockefeller Plaza  
New York, NY 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
To secure assignment to Societe Generale Financial Corporation of certain lease payments under a certain True Lease Assignment dated 4/14/89, Schedule # 01, dated 4/14/89 between Assignor as Lessor and LEASE ACCOUNT # 409811 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 4/27/89 between Assignor and Assignee:

see attached

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

*not subject to recordation tax*

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

*Frank J. Anselmi*  
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Societe Generale Financial Corporation

*Ma...*  
(Signature of Secured Party)

*K.R. Adams VP*  
Type or Print Above Name on Above Line

File Anne Arundel County

BL  
CLERK

2388

RECORD FEE 11.00  
POSTAGE .50  
H. ERLE SCHAFER  
ANNE ARUNDEL COUNTY CLERK  
05/12/89



01

541 pmt233

Equipment Description

One (1) Lift-It Model 4438-8 extendable reach rough terrain forklift w/38' boom height, 6,000 lb. lift capacity, 2"x5"x48" pallet forks, anti-vandalism kit, 48" shaft carriage, 239 cu.in. Cummins diesel engine, Clark 18,000 series power shift 3 sp. transmission, spicer PS-1350 drive axles w/ 4-wheel WET DISC brakes, 4-wheel drive, 4-wheel steer, back-up alarm, hydraulic frame leveling, joystick controls; w/all other standard machine & engine controls and 2 stage FARR air cleaner operator cab w/heater, defroster, windshield wipers; w/4 14:00 x 24" tires w/Bay Chloride filling. SN B803800498A

One (1) 1988 Snorkel UNO Model 41G SN 0882470588 and 0882480588

TransFinancial Leasing Corp.

BY: Frank J. Sarno

TITLE: President

fjs.14.midleg.ucs

Societe General Financial Corp.

BY: M. A. L.

TITLE: VP

REORDER FROM  
Registre, Inc.  
514 PIERCE ST.  
P.O. BOX 218  
ANOKA, MN. 55303  
(612) 421-1713

STATE OF MARYLAND

541 234

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261852

RECORDED IN LIBER 498 FOLIO 124 ON 5-15-86 (DATE)

1. DEBTOR

Name U.S. Health, Inc.  
Address 300 East Joppa Road, Towson, Maryland 21204

2. SECURED PARTY

Name Baltimore Federal Financial  
Address P.O. Box 116, Baltimore, Maryland 21203

RECORD FEE 12.00  
POSTAGE .50  
6/30/89 BY 77 R03 T14#53  
05/12/89  
H. ERIC SCHAFER  
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

<b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
<b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: See Attached Schedule "A"	<b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)
Assignee: Circle Business Credit, Inc. 110 S. Jefferson Plaza Whippany, New Jersey 07981	

sch 3

Dated

12/50  
8-23-88

(Signature of Secured Party)

Frank J. Rosenberger

Type or Print Above Name on Above Line

SCHEDULE A

541 PAGE 235

Equipment Location: 300 E. Joppa Road, Towson, MD 21204

2 - BH134OMACOM HiBack Chair, 1 - BH802214TOP Special Order Top, 1 - BH802215BASE Special Order Base, EPIC/VSE Dataset Management/Perpetual License (computer software), 1 - 0072171 Desk Chair, 1 - 0423240 Credenza, 1 - 0130240 Desk, 1 - 0144240 3 Drw Cassette, 1 - 0157240 File Drw Cassette, 5 - 0 LC-7000 Lifecycle 7000 Racer s/n 28407, 28408, 28409, 28410, 28411, 15 - 0 LC-5000R Lifecycle, Model 5000, s/n 28412, 28413, 28414, 28415, 28416, 28417, 28418, 28419, 28420, 28421, 28422, 28423, 28424, 28425, 28426, 5 - 0 LC-5000W Lifecycle, Model 5000, s/n 28427, 28428, 28429, 28430, 28431

Equipment Location: 2323 North Point Blvd, Baltimore, MD 21222

1 - 2070 (O) 1288 Thigh Abductor, 1 - 2070 (I) 1289 Thigh Abductor, 4 - Dumbell Racks, 20 pr 1020 Camstar Dumbells Stainless Steel, 2 - 1007B-1033, 1034 Seated Incline Bench, 3 - 1003-1293, 1294, 1295 Heavy Flat Bench, 1-Squat Rack, 2 - Olympic Supine Bench w/o spotters stand, 6 - Olympic wgt holder, 1 - Olympic EZ Curl Bar, 1 - 300 lb Olympic set Blk Wts, 2 - 4001B 400 lb Olympic set blk wts, 2 - 4001B 500 lb Olympic set blk wts, 4 - #5 plates, 4 - 45 lb Olympic plate blk, 8 - #25 plates, 4 - 35 lb Olympic plate blk, 8 - 25 lb Olympic plate blk, 8 - 10 lb Olympic plate blk, 4 - 5 lb Olympic plate blk, 1 - 1060-1001 Bent over row, 4 - Wt holder-horizontal, part no. 3097, 1 - No. 3040 Power Leg Machine-SP, 1 - No. 3150 Long Pull-CHM wt, SP, 1 - No. 3283 Super EZ Curl Bar, 1 - No. 3062 Seated Preacher Curl, SP

Equipment Location: 7 West Aylesbury Road, Timonium, MD 21093

1 - 0 LC-5000W Lifecycle Model 5000 s/n 41129, 1 - 0 LC-5000W Lifecycle Model 5000 s/n 26292, Lifecycle Parts

Equipment Location: 6516 Baltimore National Pike, Baltimore, MD 21228

2 - 1012C-1122, 1123 Sit Up Board, Hump - Strap, 2 - 1005C-1211, 1212 Abdominal Rail 2 Station, 2 - 1004-1104, 1105 Roman Bench, 2 - 1000-1131, 1132 Knee Raise/Dip Station

Equipment Location: Lomans Plaza Shop Ctr. 7281 Arlington Blvd., Falls Church, Va 22042

2 - 1013A Dumbell Rack Only (10 pr.-cap), 20 pr 1020 Dumbells Stainless Steel-15, 20, 25, 30, 30, 35, 35 40, 40, 45, 45, 50, 50, 55, 55, 60, 65, 70, 75, 80, 2 - 10350B Olympic Supine Bench, 1 - Squat Rack, 2 - 1003 Flat Exercise Bench, 2 - 1007 Incline Exercise Bench, 2 - 4001B 300# Olympic Set, 2 - 4001B 400# Olympic Set, 2 - 1003 Flat Exercise Bench, 1 - 1007 Incline Exercise Bench, 1- 1011B Dumbell Rack 10 pr Cap, 5 pr 1016 Dumbells, 5 pr 1020 Dumbells Stainless, 3- 1012D Sit Up Boards T-BAR & Hump, 3 - 1005C Abdominal Rail 2-Station, 1 2070(I) Thigh Abductor, 1 - 2070(O) Thigh Abductor, 2 - 1012D Sit Up Board T-Bar & Hump, 2 - 1005C Abdominal Rail 2-Station, 1 - 2020 Pullover Deluxe, 1 - 2065 Abdominal Trunk Curl, 1 - 2050 Seated Chest Press, 1 - 2075 Bilateral Chest, 10 - 0 LC-5000R Lifecycle Model 5000, s/n 42010, 42011, 42012, 42013, 42014, 42015, 42016, 42017, 42018, 42019, 3 - 0 LC-5000OR Lifecycle Model 5000 s/n 42020, 42021, 42022



Equipment Location: Loman Plaza Shop Ctr. 7281 Arlington Blvd, Falls Church, VA 22042

1 - Leg Extension Machine, 1 - Leg Curl Machine, 1 - Lateral Raise Machine, 1 - Overhead Press Machine, 1 - Rowing Torso Machine, 1 - Super Pullover Machine, 1 - Men's Chest Machine, 1 - Decline Press - ISO, 1 - Multi-Biceps Machine, 1 - Multi-Triceps Machine, 1 - Abdominal Machine, 1 - Low Back Machine, 2 - 1012C-1124, 1125 Sit Up Board w/strap - Hump, 2 - 1005C-1213, 1214 Abdominal Rail, 2 -Station, 2 - 1004-1106, 1107 Roman Bench, 2 - 1000-1133, 1134 Knee Raise/Dip Station

Equipment Location: 6793 Springfield Mall, Springfield, VA 22150

1 pr - 1020 35 lb Stainless Steel Dumbbells, 1 pr 1020 40 lb Stainless Steel Dumbbells, 1 pr 1020 45 lb Stainless Steel Dumbbells

Equipment Location: Easton & York Rds, Willow Grove, PA 19090

1 - Olympic Bar w/collars, 1 pr #20 Dumbbells, 1 pr #60 Dumbbells

Equipment Location: 740 Mitchner Rd, Warminster, PA 18974

1 - OLC-PK20 Lifecycle 20 Bike Parts Kit s/n 102 -A and B and C

Equipment Location: 1904 Center Rd, Deptford, NJ 08096

1 - Standing Calf, SP s/n 79901, 1/2 pr #85 Dumbbells, 1/2 pr #30 Dumbbells

277239

BOOK 541 PAGE 237

AA Co  
C-02-06891-4

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-  
don tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here. ☐

Inventory/Equipment

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name R & D Equipment Sales, Inc.  
Address P.O. Box 227 Gambrills, MD 21054

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.  
Address 500 DiGiulian Blvd. P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (If any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) 1979 Grove Rough Terrain Crane Model 522 S/N 43136

RECORD FEE 12.00  
POSTAGE .50  
#357210 C777 R03 T14+53  
05/12/89



H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☒ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

R & D Equipment Sales, Inc.

Donald E. Willson, Jr.  
(Signature of Debtor)

Donald E. Willson, Jr.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White  
(Signature of Secured Party)

PATRICK WHITE, ASST. SEC.

Type or Print Above Signature on Above Line

277300

BOOK 541 PAGE 238

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) MR. JULIAN LOWERY MS. DEBORAH G LOWERY 7726 PINYON ROAD HARMON, MD, 21076 <i>HANOVER</i>	2. Secured Party(ies) and address(es) ENVIRONMENTAL WATER CONTROL INC. 511 C EASTERN BLVD ESSEX, MD, 21221	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 12.00 #357190 C177 P03 T14:51 05/12/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: (SECURED PARTY IS SELLER) INSTALLED ONE UNITED WATER TREATMENT SYSTEM MODEL 1054 (COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 7726 PINYON RD <del>MD</del> , MD, 21076) <i>HANOVER</i>		5. Assignee(s) of Secured Party and Address(es) SECURITY PACIFIC FIN SRV 901 DULANEY VALLEY RD SUITE 126 TOWSON, MD, 21204

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)  
☐ already subject to a security interest in another jurisdiction when it was brought into this state.  
☐ which is proceeds of the original collateral described above in which a security interest was perfected.

Check ☒ if covered: ☐ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered. No. of additional Sheets presented.

Filed with: *A A County*

*Deborah G. Lowery*  
DEBORAH G LOWERY  
Signature(s) of Debtor(s)

*Joseph B. Antonelli*  
ENVIRONMENTAL WATER CONTROL INC  
By: *Joseph B. Antonelli*  
Signature(s) of Secured Party(ies)  
JOSEPH B ANTONELLI

STANDARD FORM - FORM UCC-1.

Filing Officer Copy-Alphabetical



BOOK 541 PAGE 239

3432  
277301

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

### FINANCING STATEMENT

Maryland Waterman's Association

1. LESSEE(S)

Name or Names - Print or Type  
48 Maryland Avenue, Annapolis, MD 21401

Address - Street No. City - County State Zip

2. LESSOR

L-J Leasing Company  
600 Reisterstown Road  
23-25 Walker Avenue Ste 203

Baltimore Maryland 21208

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

1-IBM Wheel Writer 10

SER #0024853

RECORD FEE 11.00  
#357110 CTT7 R03 T14:32  
05/12/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

ASSIGNED TO:  
SOVRAN BANK  
31 LIGHT ST.  
BALTIMORE, MD 21202

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

LESSEE(S) :

By:

Signature of Lessee

LARRY SIMMS, PRES.

Type or Print

Signature of Lessee

Type or Print

LESSOR : L-J Leasing Company

By:

Signature of Lessor

Louise E. Neutze, Mgr.

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

L-J Leasing Company

23-25 Walker Avenue, Suite 203, P.O. Box 21472  
Baltimore, Maryland 21208-0472

541 PAGE 240

3435 9

277302

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

### FINANCING STATEMENT

PERMIT SERVICES, INC.

Name or Names - Print or Type

1. LESSEE(S)

7988 Cross Creek Drive, Glen Burnie, MD 21061

Address - Street No. City - County State Zip

2. LESSOR

L-J Leasing Company

23-25 Walker Avenue, Suite 203, P.O. Box 21472  
Baltimore, Maryland 21208-0472

Baltimore

Maryland 21208

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

1 - Gestetner Model 2001 Copier S/N 17153337

ASSIGNED TO:  
SOVRAN BANK  
31 LIGHT ST  
BALTIMORE, MD 21202

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

RECORD FEE 11.00  
STAGE .50  
#357120 C777 R03 T14:32  
05/12/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

LESSEE(S) :

By:

Signature of Lessee

Brenda Mullinix, PRES

Type or Print

Signature of Lessee

Type or Print

LESSOR L-J Leasing Company

By:

Signature of Lessor

Louise E. Neutze, Mgr.

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

L-J Leasing Company  
P.O. Box 21472  
600 Reisterstown Road

277303

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 5-10-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Shoreline Seafood, Inc. Sch 01Address 1034 Route 3 North, Gambrills, MD 21054

## 2. SECURED PARTY

Name TransFinancial Leasing Corp.The Steffey Bldg., Ste. 200BAddress 407 Crain HighwayGlen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 11.00  
 POSTAGE .50  
 #357100 DT17 R03 114:30  
 05/12/89  
 H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Shoreline Seafood, Inc.

X [Signature]  
 (Signature of Debtor)

X DONALD STORM  
 Type or Print Above Signature on Above Line

\_\_\_\_\_  
 (Signature of Debtor)

\_\_\_\_\_  
 Type or Print Above Signature on Above Line

TransFinancial Leasing Corp.

[Signature]  
 (Signature of Secured Party)

Robert B. Murdock, Jr.

Type or Print Above Name on Above Line

Filed in Anne Arundel County

1150



SHORELINE SEAFOOD, INC.

Schedule 01

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) One	Reach-In Freezer Continental Model C-2FDA-2S
(1) One	Base Freezer LaRosa Model L-20162
(1) One	Base Refrigerator LaRosa Model L-D1196
(1) One	Salad Top Base Refrigerator Model L-12198
(1) One	Thermo-Kool two (2) Compartment Refrigerator, Freezer Combination
(1) One	ACL-FILCO Refrigeration compressor package for Items K39, Ri, R10, R4, R11, and R21
(1) One	McCray Delicatessen Case 10' Model R-CD535-10
(1) One	McCray Delicatessen Case 6' Model RCD535-6
(1) One	McCray endless fish case consisting of two (2) each 12' cases Model RCFS40E12 and one (1) each 8' case Model RCFS40E8 and two ends
(1) One	McCray Display Cooler Three (3) Door Model RIN-3
(1) One	Set of Metro Exposy Seal Shelving for Combination Walk-In Box
(1) One	Hood: 30' x 4' Stainless Steel Condensate
(1) One	Exhaust Fan: 6000 CFM
(1) One	Fresh Air Fan: 5400 CFM
(1) One	Exhaust Duct: Aluminum - sealed
(1) One	Fresh Air Duct: with Ceiling Diffusers
(1) One	Roof Curb Exhaust: 18 GA. Stainless Steel
(1) One	Roof Curb F/A: 18 GA. Stainless Steel
(1) One	Hood: 30' x 4' x 2' Stainless Steel exposed with M/U air
(2) Two	Exhaust Fan: 6,000 CFM
(1) One	Fresh Air Fan: 10,800 CFM
(1) One	Grease Duct: 16 GA. Welded
(1) One	Fresh Air Duct: SMACNA
(1) One	Roof Curb Exhaust: 18 GA. Stainless Steel
(1) One	Roof Curb F/A: 18 GA. Stainless Steel
(2) Two	Stainless Steel Wall Paneling: on back wall only 30 Lin. Ft. x 6'6"
	Also included, but not limited to all replacements, parts, repair, additions and attachments incorporated therein or affixed thereto now owned or hereafter acquired.

Shoreline Seafood, Inc.

BY: X

TITLE: X

TransFinancial Leasing Corp.

BY:

TITLE:

gmm2.shorelin.eq

541 243

277304

## FINANCING STATEMENT

Check below if goods are  
or are to become fixtures☐ TO BE RECORDED IN  
LAND RECORDSThis Financing Statement dated May 1, 1989 is presented to a filing officer for filing pursuant  
to the Uniform Commercial Code.Maturity date (if any) N/A

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State	Zip
----------------------------------------------------------	-----	--------	------	-------	-----

Atlantic Investigations, Inc.		401 Headquarters Dr., Suite 204			
		Millersville, MD	21108		

Name of Secured Party or assignee	No.	Street	City	State	Zip
Dominion Bank of Maryland, National Association		7220 Wisconsin Ave.,	Bethesda, MD	20814	

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate  
sheets firmly attached hereto.) (Describe)All Accounts, including accounts receivable of Debtor, now existing  
or hereafter arising including without limitation, all debts  
arising out of the sale by Debtor of goods and/or services in  
the form of an open Account, Promissory Note, Chattel Paper,  
Draft, Trade Acceptance, other Instruments for the payment of  
money or any other form.

RECORD FEE 11.00  
POSTAGE .50  
#357080 0777 R03 T14:29  
05/12/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

(If affixed to realty—state value of each article)

CHECK ☒ LINES WHICH APPLY

2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description  
of real estate and name of record owner.)
3. ☐ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed  
to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of  
record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
4. ☒ Proceeds of collateral are also covered: ☒ Products of collateral are also covered:
5. (This section applicable in Maryland only.) CHECK APPLICABLE BOX  
The underlying secured transaction(s) being publicized by this Financing Statement ☐ is ☒ is not subject to the Recordation  
Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount  
of the debt is \_\_\_\_\_

Debtor(s) or assignor(s)  
Atlantic Investigations, Inc.  
BY: [Signature]  
Gregory M. Manning, President  
(Type or print name under signature)

Secured Party or assignee  
Dominion Bank of Maryland,  
National Association (Seal)  
(Corporate, Trade or Firm Name)  
BY: [Signature]  
Reginald C. Kimble, Senior V.P.  
(Signature of Secured Party or Assignee)  
(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

1150

RETURN TO: SECURED PARTY

541 244

277305

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

SHORELAND DISTRIBUTORS, INC.  
125 South Second Street  
Bay Shore, New York 11706

2. Secured Party(ies) and address(es)

CITIBANK, N.A.  
88 Duryea Road  
Melville, New York 11747

3. Maturity date (if any):

For Filing Officer (Date, Time,  
Number, and Filing Office)RECORD FEE 11.00  
POSTAGE .50  
#357070 0777 R03 114:28

4. This financing statement covers the following types (or items) of property:

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.

COLLATERAL IS NOT SUBJECT TO RECORDATION TAX

5. Assignee(s) of Secured Party and

Address(es) H. ERLE SCHAFER  
AA CO. CIRCUIT COURTThis statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)☐ already subject to a security interest in another jurisdiction when it was brought into this state.☐ which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

SHORELAND DISTRIBUTORS, INC.

CITIBANK, N.A.

By:

Signature(s) of Debtor(s)

(1) Filing Officer Copy-Alphabetical

Title

STANDARD FORM - FORM UCC-1.

By:

Signature(s) of Secured Party(ies)

(For Use In Most States)

Title



SCHEDULE A TO UCC-1 FINANCING STATEMENT

Debtor:

SHORELAND DISTRIBUTORS, INC.  
125 South Second Street  
Bay Shore, New York 11706

Secured Party:

CITIBANK, N.A.  
88 Duryea Road  
Melville, New York 11747

(a) All equipment in all of its forms, wherever located, now or hereafter existing (including, but not limited to, all equipment employed in the operation of the business of the Debtor), and all parts thereof and all accessions thereto;

(b) All inventory in all of its forms, wherever located, now or hereafter existing (including, but not limited to, [i] all boat trailers, all wheels and tires for trailers, component parts for the assembly of trailers, trailer frames, chassis, winches, carriages, axles, wheel assemblies and any and all other component parts or replacement parts for the assembly or repair of trailers, [ii] goods in which the Debtor has an interest in mass or a joint or other interest or right of any kind (including, without limitation, goods in which the Debtor has an interest or right as consignee), and [iii] goods which are returned to or repossessed by the Debtor), and all accessions thereto and products thereof and documents therefor;

(c) All accounts, contract rights, chattel paper, instruments, general intangibles and other obligations of any kind, now or hereafter existing, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, general intangibles or obligations; and

(d) All proceeds of any and all of the foregoing collateral (including, without limitation, proceeds which constitute property of the types described in clauses (a), (b) and (c) above) and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing collateral.

277306

541 246

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) LEWIS KEITH A. LEWIS, JR. GRAHAM M. ROUTE 2 SANDS RD. LOT 7 LOTHIAN MD 20711	2 Secured Party(ies) Name(s) and Address(es) PROFESSIONAL MH BROKERS 10401 LANHAM-SEVERN ROAD LANHAM, MD 20706	4 For Filing Officer, Date, Time, No. Filing Office RECORD FEE 12.00 #357060 CT/IT R03 714:28 05/12/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT	
5 This Financing Statement covers the following types (or items) of property 1977 SCHULT SERIAL # 151973 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT <input type="checkbox"/> Products of the Collateral are also covered <input type="checkbox"/> This statement is to be indexed in the Real Estate Records		6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)	
8 Describe Real Estate Here not apply to nonpurchase money household goods as defined at 16 CFR 444.1(i) or the state law equivalent statute.			
9 Name of a Record Owner			
No. & Street	Town or City	County	Section Block Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)	
LEWIS KEITH A.		LEWIS, JR. GRAHAM M.	
By <i>Keith A. Lewis</i> Signature(s) of Debtor(s)		By <i>DC Owen agent</i> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)	
(3/83) (1) FILING OFFICER COPY—NUMERICAL STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania			

541 PAGE 247

277307

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) PEARSON DIANA M. NICELY RICKY H. PARKWAY VILLAGE # 1 ZONA STREET LAUREL MD 20707	2 Secured Party(ies) Name(s) and Address(es) BRYANT & BRYANT BOWIE, MD 20715	4 For Filing Officer: Date, Time, No Filing Office RECORD FEE 12.00 #357050 CTTT R03 T14:27 05/12/89	
5 This Financing Statement covers the following types (or items) of property 1987 CHAMPION TITAN 24 X 56 SERIAL # 4978001209AB AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT. <input type="checkbox"/> Products of the Collateral are also covered		6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 BOWIE, MD 20715	
8 Describe Real Estate Here not apply to nonpurchase money household goods as defined at 16 CFR 444.1(i) or the state law equivalent statute.		9 Name of Record Owner BRYANT & BRYANT	
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)	
By <u>Diana M. Pearson</u> <u>Ricky H. Nicely</u> Signature(s) of Debtor(s)		By <u>Diana M. Bryant</u> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)	

(3/83) (1) FILING OFFICER COPY—NUMERICAL  
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania



UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252077

RECORDED IN LIBER 473 FOLIO 341 ON May 22, 1984 (DATE)

## 1. DEBTOR

Name Betz, Marcia K.  
Address 123 Thomas Road, Glen Burine, MD 21061

## 2. SECURED PARTY

Name Key Capital Corp.  
Address 57 River Street, Wellesley Hills, MA 02181  
Key Financial Services Inc., 29 Sawyer Road, Waltham, MA 02254  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒ X  
(Indicate whether amendment, termination, etc.)

TERMINATION

RECORD FEE 10.00  
POSTAGE .50  
#357040 0777 R03 T14:26  
05/12/89  
CK H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Dated August 25, 1988

*Marcia K. Betz*  
(Signature of Secured Party)  
Key Capital Corp.  
Type or Print Above Name on Above Line

10.50

541 PAGE 249

277308

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented.	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) SNUFFER DAVID L. BASINGER TAMMY G. 8205 WASHINGTON BLVD. LOT #21 JESSUP MD 20794	2 Secured Party(ies) Name(s) and Address(es) CHESAPEAKE MH OF LAUREL, INC. 10039 N. SECOND AVE. LAUREL, MD 20707	4 For Filing Officer Date, Time No Filing Office	6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBRIDGE, VA 22194
5 This Financing Statement covers the following types (or items) of property 1985 LIBERTY -0- 14 X 60 SERIAL # 55813 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT <input type="checkbox"/> Products of the Collateral are also covered This financing statement does not apply to nonpurchase money household goods as defined at 16 CFR 444.1(i) or the state law equivalent statute.		7 <input type="checkbox"/> The described crops are growing or to be grown on.* <input type="checkbox"/> The described goods are or are to be affixed to.* <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on.* *(Describe Real Estate in Item 8.)	
8 Describe Real Estate Here <input type="checkbox"/> This statement is to be indexed in the Real Estate Records		9 Name of a Record Owner	
No. & Street	Town or City	County	Section Block Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).	
By <u>David L. Snuffer</u> <u>Tammy G. Basinger</u> Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)	
(3/83) (1) FILING OFFICER - NUMERICAL STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania			

REORDER FROM  
Registre, Inc.  
314 PIERCE ST.  
P.O. BOX 218  
ANOKA, MN. 55303  
(612) 421-1713

STATE OF MARYLAND

541 PAGE 250

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277450

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON 2/13/89 (DATE)

1. DEBTOR

Name Stanley Engineering  
Address 180 Penrod Court, Glen Burnie, MD 21061

2. SECURED PARTY

Name W.C. Burroughs & Assoc., Inc.  
Address 7146 Montevideo Road, Jessup, MD 20794

RECORD FEE 10.00  
POSTAGE .50  
#357000 C177 R03 T14:18  
05/12/89

Person And Address To Whom Statement Is To Be Returned If Different From Above. H. ERLE SCHAFER

CK CIRCUIT COURT

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

TERMINATION

Dated 5/8/89

15.50  
[Signature]  
(Signature of Secured Party)



277309

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☐ Not subject to Recordation Tax  
☒ Subject to Recordation Tax; Principal Amount is \$ 70,000.00  
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND

A.J. Kirby Construction Co., Inc.  
(Name)  
820 General 's Highway/Kirby Lane  
(Address)  
Millersville, Maryland 21108

Attn: Nicholas P. Lambrow  
(Name of Loan Officer)  
18 West Street  
(Address)  
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

John Deere Truck Loader, Serial #T0555GA755964

RECORD FEE 11.00  
 RECORD TAX 490.00  
 POSTAGE .50  
 #358990 CT77 R03 T14:17  
 05/12/89  
 H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT



2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3. ☐ Products of the collateral are also specifically covered.  
 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

DEBTOR (OR ASSIGNOR)

A.J. Kirby Construction Co., Inc. (Seal)  
*Albert J. Kirby* (Seal)  
(Signature)  
Albert J. Kirby, President  
(Print or Type Name)

\_\_\_\_\_  
(Seal)  
 \_\_\_\_\_  
(Signature)  
 \_\_\_\_\_  
(Print or Type Name)

490.50

541 252

277310

TO BE FILED WITH  
Anne Arundel County  
RECORDATION TAX PAID TO  
ANNE ARUNDEL COUNTY AT TIME  
OF RECORDATION OF DEED OF TRUST

RECORD FEE 16.00  
POSTAGE .50  
RECORDED DEED 602 114:24  
05/12/89  
H. ERLE SCHAFER  
44 CH. CIRCUIT COURT

FINANCING STATEMENT

1. Name & Address of Debtor: 1503 WEST PARTNERSHIP  
26 Market Space  
Annapolis, Maryland 21401
2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB  
1726 West Street  
Annapolis, Maryland 21401



3. This Financing Statement covers the following types (or items) of property:

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at 1503 West Street, Annapolis, Maryland 21401, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon 1503 West Street, Annapolis, Maryland 21401, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:  
1503 WEST PARTNERSHIP

Secured Party:

BY: [Signature]  
JAMES ROBERT DECKMAN, Venturer

SEVERN SAVINGS BANK, FSB

BY: [Signature]  
J. MICHAEL SWIFT, Venturer

BY: [Signature]  
Alan J. Hyatt, President

BY: [Signature]  
STANLEY H. KATSEF, Venturer

16:30

BOOK 541 PAGE 253

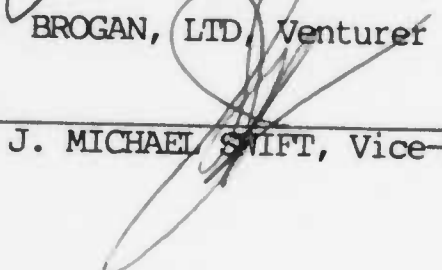
BY: WALRUS, LTD, Venturer

by:

  
JAMES ROBERT DECKMAN, President

✓ BY: BROGAN, LTD, Venturer

by:

  
J. MICHAEL SWIFT, Vice-President



277359

BOOK 541 PAGE 254

039488

Debtor or Assignor Form

## FINANCING STATEMENT

- ☐ Not subject to Recordation Tax  
☒ Subject to Recordation Tax; Principal  
Amount is \$ 29,930

☐ To be Recorded in Land Records (For Fixtures Only).Name of Debtor

Redmond's Inc.

AddressP.O. Box 153  
Pasadena, Md. 21122

## SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate  
list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

New Windham Power Lift Model W10 AT  
All Equipment Now Owned By Debtor Or Hereafter Acquired.

RECORD FEE 12.00

RECORD TAX 210.00

POSTAGE .50

#564620 0055 R01 112108

05/15/89

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

H. ERLE SCHAFER

AN CO. CIRCUIT COURT

3. ☒ Proceeds } of the collateral are also specifically covered.  
☐ Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

REDMOND'S INC.  
By: *Thomas W. Redmond Sr.*  
Thomas W. Redmond Sr., Pres.  
*Thomas W. Redmond Sr.*  
Thomas W. Redmond Sr.

FARMERS NATIONAL  
BANK OF MARYLAND

BY: *William A. Walker II*  
William A. WALKER II, U.P.

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

277311

TO BE FILED WITH  
Anne Arundel County  
RECORDATION TAX PAID TO  
Anne Arundel County AT TIME  
OF RECORDATION OF DEED OF TRUST

BOOK 541 PAGE 255

RECORD FEE 13.00  
POSTAGE .50  
4450130 (231 R02 T14:01  
05/15/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

FINANCING STATEMENT

1. Name & Address of Debtor: NORTH WOOD JOINT VENTURE  
P.O. Box 890  
Millersville, Maryland 21108
2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB  
1726 West Street  
Annapolis, Maryland 21401
3. This Financing Statement covers the following types (or items) of property:

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at 7607 North Wood Estates Court, Severn, Maryland 21144, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon 7607 North Wood Estates Court, Severn, Maryland 21144, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:  
NORTH WOOD JOINT VENTURE  
By: Colonial Financial Services Corporation  
by: [Signature]  
Alan J. Hyatt, President

Secured Party:  
SEVERN SAVINGS BANK, FSB  
by: [Signature]  
Alan J. Hyatt, President

ARLINGTON CUSTOM HOMES, INC.  
by: [Signature]  
Nancy F. Kreller, President

1330

Ticor Title Insurance Company

COMMITMENT

SCHEDULE A - Page 2

BOOK 541 PAGE 256

BEING KNOWN AND DESIGNATED as Lot Numbered Two (2) as shown on a Plat entitled NORTH WOOD ESTATES, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 110, pages 22 and 23.

Commitment No. 1.1579.1

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.



MN408801.FIS  
1840

BOOK 541 PAGE 257

FINANCING STATEMENT

277312

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND AND WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

- |    |                                       |                                                                                                                                                    |
|----|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | NAME AND ADDRESS<br>OF DEBTOR:        | SOUTH SHORE DEVELOPMENT CO.,<br>INC.<br>1 Church View Road<br>Millersville, Maryland 21108                                                         |
| 2. | NAME AND ADDRESS<br>OF SECURED PARTY: | MARYLAND NATIONAL BANK<br>Real Estate Industries Group<br>Construction Finance Section<br>10 Light Street, 19th Floor<br>Baltimore, Maryland 21202 |

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A

BL  
CLERK

17.00  
17.00

05/15/89  
SCHAFER  
COURT  
05/15/89  
SCHAFER  
COURT

13 80

attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement dated May \_\_, 1989 (the "Deed of Trust") executed by the Debtor for the benefit of Constance M. Creamer and Margaret D. Kirmil, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

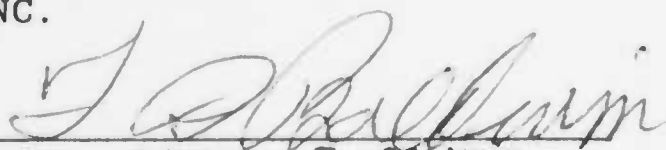
(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that Maryland Recordation Tax is not payable in connection with the recording of this Financing Statement.

DEBTOR:

SOUTH SHORE DEVELOPMENT CO.,  
INC.

By   
Name: THOMAS I. BALDWIN  
Title:

Filing Officer: After recordation, please return this Financing Statement to:

Jeffrey H. Seibert, Esquire  
Miles & Stockbridge  
10 Light Street, 8th Floor  
Baltimore, Maryland 21202



EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Phase II (.436+ acres), Phase III (.846+ acres) and Phase IV (.610+ acres) as shown on Plats entitled "**Broadneck Medical Center, a condominium subdivision**", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book 6, page 27 and Book 11, page 40 and Book 12, page 39.

J/040-k1

COMMONWEALTH LAND TITLE INS. CO.  
SUITE 1524, THE WORLD TRADE CENTER  
BALTIMORE, MARYLAND 21202

BOOK 541 PAGE 260

FINANCING STATEMENT

1. X To Be Recorded among the Land Records and Financing Records of Anne Arundel County, Maryland.
2.        To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
3.        Not Subject to Recordation Tax.
4. X Recordation Tax has been paid on the principal amount of One Million Four Hundred Thousand Dollars (\$1,400,000.00) in connection with the filing of the Deed of Trust And Security Agreement described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s) Address(es)  
 2 C.N. LIMITED PARTNERSHIP 2 Spindrift Way  
 Annapolis, Maryland 21403

6. Secured Party

FARMERS NATIONAL BANK 5 Church Circle  
 OF MARYLAND Annapolis, Maryland 21401

BL  
CLERK

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust And Security Agreement dated May 12, 1989 from Debtor(s) to Ross J. Selby and William A. Walker, II, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

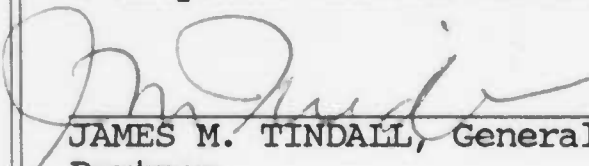
(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules if ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

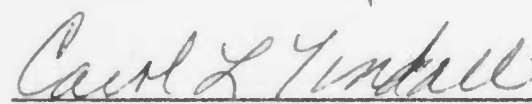
LAW OFFICES  
 MANIS,  
 WILKINSON, SNIDER &  
 GOLDSBOROUGH  
 CHARTERED  
 PO. BOX 1911  
 ANNAPOLIS, MD 21404  
 (301) 263-8855

19/4/89

DEBTOR(S):

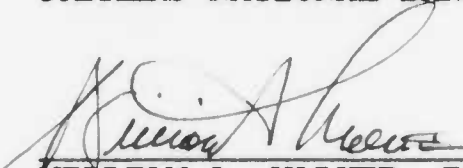
C.N. LIMITED PARTNERSHIP,  
a Maryland Limited Partnership

 (SEAL)  
JAMES M. TINDALL, General  
Partner

 (SEAL)  
CAROL L. TINDALL, General  
Partner

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND

 (SEAL)  
WILLIAM A. WALKER, II,  
Vice President

Mr. Clerk: Please return to: Pat Weiss  
P.O. Box 1911  
Annapolis, Maryland 21404



EXHIBIT "A"

BEGINNING for the same at an iron pipe set in concrete on the southwest corner of the intersection formed by McGuckian Avenue and Ritchie Street, as shown on a Revised Plat of McGuckian Subdivision, near Annapolis, Md., revised in March, 1940, by J. R. McCrone, Jr.; and running from said point of beginning along the west side of Ritchie Street South 32 degrees 05 minutes West 400 feet to an iron pipe set on the northwest corner of the intersection formed by said Ritchie Street and Park Avenue; thence along the north side of Park Avenue North 63 degrees 43 minutes West 67.75 feet to a wooden hub; thence leaving Park Avenue and running across Section G, and on the division lines between Lots 19 and 18, also 2 and 3, as shown on the above mentioned plat, North 21 degrees 38 minutes East 388.7 feet to an iron pipe set on the south side of McGuckian Avenue; thence with the south side of McGuckian Avenue, South 68° 22' East, 139.7 feet to the place of beginning. Being Lots Nos. 1, 2 and 19 of Section G, as intended to be shown on a Revised Plat of McGuckian Subdivision, near Annapolis, Md., made in March 1940, by J. R. McCrone, Registered Professional Engineer and Land Surveyor, and duly recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-9, Plat No. 13; and as surveyed by the same in March, 1943.

SAVING AND EXCEPTING THEREFROM the following two (2) parcels of land which by Deed dated June 17, 1975 and recorded among the Land Records of Anne Arundel County in Liber 2798, folio 583, was granted and conveyed unto THE MAYOR AND ALDERMEN OF THE CITY OF ANNAPOLIS, more particularly described as follows:

Parcel No. 1

BEGINNING for the same at the southeast corner of Lot 19, Block G, as recorded in Plat Book 11, folio 22, entitled "Revised Plat, McGuckian Subdivision, near Annapolis, A. A. Co. MD.", dated March 1940. Said point also being the northwest corner of Legion Avenue and Virginia Street; thence from the beginning point so fixed and with the north side of Virginia Street, N 71° 09' 30" West 67.75 feet to a point; thence leaving Virginia Street and running through Block G, N 14° 20' 40" E 2.01' to a point; thence S 71° 09' 30" E 48.98 feet to a point; thence with a curve to the left with a radius of 21.00 feet and an arc distance of 30.86 feet to a point on the west side of Legion Avenue; thence reversely with the west side of Legion Avenue, S 24° 38' 30" W 20.78 feet to the place of beginning. Containing .003 acres, more or less.

Parcel No. 2

BEGINNING for the same at the northeast corner of Lot 1, Block G, as recorded in Plat Book 11, folio 22, entitled, "Revised Plat, McGuckian Subdivision, near Annapolis, A. A. Co. MD.", dated March 1940. Said point also being the southwest corner of McGuckian Street and Legion Avenue; thence from the beginning point so fixed and with the west side of Legion Avenue, S 24° 38' 30" W 27.59 feet to a point; thence leaving Legion Avenue and running through Block G, reversely with a curve to the left having a radius of 21.00 feet and an arc distance of 36.79 feet to a point; thence N 75° 44' 00" W 114.14 feet to a point; thence N 14° 20' 40"E

2.00 feet to the south side of McGuckian Street; thence with the south side of McGuckian Street, S 75° 14' 00" E 139.70 feet to the place of beginning. Containing .009 acres, more or less.

## STATE OF MARYLAND

BOOK 841 PAGE 265

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 277315

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here. ☐

This financing statement Dated May 11, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Michael W. Keller T/A Annapolis Tile

Address 2014-B Renard Court, Annapolis, MD 21401

## 2. SECURED PARTY

Name Bay National Bank

Address 2661 Riva Road, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.



RECORD FEE 12.00

POSTAGE .50

4565500 0345 R01 109144

05/16/89

H. EILE SCHAFER

AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)

Michael W. Keller T/A Annapolis Tile

(Signature of Debtor)

Michael W. Keller

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank

(Signature of Secured Party)

John J. Feldman III, Vice President

Type or Print Above Signature on Above Line



541 266

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 47

Page No. 593

Identification No. 31289

Dated November 18, 1965

1. Debtor(s) Kenneth M. Peterson and Jacqueline D. Peterson  
Name or Names - Print or Type

5107 Fourth Street, Brooklyn, Maryland 21225  
Address - Street No. City - County State Zip Code

2. Secured Party Equitable Bank, N.A.  
Name or Names - Print or Type

100 S. Charles Street, Baltimore, Maryland 21202  
Address - Street No. City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation-----<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release-----<input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment-----<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other:-----<input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

Dated: May 3, 1989

Equitable Bank, N.A.

Name of Secured Party

*J. T. Caudill*

Signature of Secured Party

J. T. Caudill, Vice President

Type or Print (Include Title if Company)

SAM/jb/UCC

10-58

541 PAGE 267

277316

This <b>FINANCING STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) MBA Container Corporation 135 Roesler Road Glen Burnie, Maryland 21061	2. Secured Party(ies) and address(es) P.C. Leasing, a division of Phoenixcor, Inc. 65 Water Street South Norwalk, CT 06854	For Filing Officer (Date, Time, Number, and Filing Office)  Clerk of the Circuit Court of Anne Arundel
4. This financing statement covers the following types (or items) of property: See Schedule A attached hereto made a part hereof.  Maximum Principal Indebtedness for Maryland Recordation Tax Purposes is \$426,676.78. Tax paid to Clerk of the Circuit Court of Anne Arundel. (\$2,987.00 Recordation Tax)		5. Assignee(s) of Secured Party and Address(es)  RECORD FEE 11.00 RECORD TAX 2989.00 POSTAGE .50 #293990 0055 R04 T10:17 05/16/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with:
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
By: <u>Arvin R. Newman</u> (1) Filing Officer Copy-Alphabetical	<u>Arvin R. Newman</u> Title	By: <u>T.J. Williams</u> Signature(s) of Secured Party(ies) Title

STANDARD FORM - FORM UCC-1 (Use in Most States)

SCHEDULE A

One (1) S & S Taper, Serial No. 8447;  
 Two (2) Signode Strappers ML-2JE, Serial Nos. 84657, 22720;  
 One (1) Lantech Wrapper, Serial No. SV5-80;  
 One (1) Cyklop Strapper APM - 211A, Serial No. 4157;  
 One (1) Alli's Clamers Fork Truck, Serial No. 21179000;  
 One (1) Yale Forklift, Serial No. N431335;  
 One (1) Economy Surface Bailer Style 67 - 2ton Mechanical;  
 One (1) Oliver 36" Band Saw;  
 One (1) S & S Slitter 86-4 Bae, Serial No. 8552;  
 One (1) Curioni 50" x 120" Flexo Folder Gluer, Serial No. 037/310/86;  
 One (1) Flynn & Emrich Press 50" x 114", Serial No. PB 521;  
 Three (3) Semi Automatic Screening Machines;  
 One (1) Auto Roll Dryer;  
 One (1) Lawson Oven;  
 Four (4) Dependable Screen Machines;

All of Debtor's personal property and fixtures including any and all goods, machinery, equipment, furniture, wherever located, now owned or hereafter acquired by Debtor complete with any and all attachments, accessions, additions, replacements, improvements, modifications and substitutions thereto and therefor and all proceeds, insurance proceeds and products thereof and therefrom.

P.C. LEASING, A DIVISION  
 OF PHOENIXCOR, INC.

BY: [Signature]  
 TITLE: Exec

MBA CONTAINER CORPORATION

BY: [Signature]  
 TITLE: Pres

REF: MBA-SCH



## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

Identifying File No.

277317

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 541 PAGE 269

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Macy's Northeast, Inc., f/k/a Macy's New Jersey, Inc.

Address 151 West 34th Street, New York, NY 10001

## 2. SECURED PARTY

Name Wilmington Trust Company and William J. Wade, as Trustees

Address Wilmington Trust Company, Rodney Sq. North, Wilmington, DE 19890

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

All of Debtor's now owned and existing and hereafter acquired accounts, machinery, equipment, fixtures, goods (exclusive of all personal property sold or to be sold by the Debtor in the ordinary course of its retail business and returned and repossessed goods), chattel paper, general intangibles, instruments and documents, wheresoever located, as more particularly described on Exhibit A attached hereto and made a part hereof.\* NOT SUBJECT TO RECORDATION TAX.

Name and address of Assignee

③ 02F 1546 - 7823

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)



RECORD FEE 30.00

POSTAGE .50

- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

\*Relates to filing No. 264472,  
Bk 504, page 345 dtd. 11/5/86  
Filed with: Anne Arundel Co., MD

- ☒ (Proceeds of collateral are also covered)  
☒ (Products of collateral are also covered)

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION 2294000 0055 R04 T10:20  
52 JAMES ST.  
ALBANY, N.Y. 12207

05/16/89

Donald Eugene

(Signature of Debtor)

Donald Eugene, Sr. v. P. Corporate Affairs

Type or Print Above Name on Above Line

Macy's Northeast, Inc.

(Signature of Debtor)

Type or Print Above Signature on Above Line

20. 50

(Signature of Secured Party)

Type or Print Above Signature on Above Line

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Exhibit A  
to  
Financing Statement

541 Page 270

Debtor:  
Macy's Northeast, Inc.  
f/k/a Macy's New Jersey, Inc.  
151 West 34th Street  
New York, New York 10001

Secured Party:  
Wilmington Trust Company and  
William J. Wade, as Trustees  
Wilmington Trust Company  
Rodney Square North  
Wilmington, Delaware 19890

All of the following property, or interests in property, of Debtor, whether now owned or existing or hereafter acquired or arising and wheresoever located: accounts (including, without limitation, accounts owing from American Express Company), goods (exclusive of personal property sold or to be sold by the Debtor in the ordinary course of its retail business or returned and repossessed goods), guaranties, options, warranties, choses in action, causes of action, claims, contract rights, chattel paper, notes (including, without limitation, notes receivable arising from sales of stores), acceptances, instruments, documents, rights to payments, all forms of obligations owing at any time to the Debtor, rights in warehouse receipts or documents of any kind in respect of any of the foregoing, general intangibles, good will, inventions, designs, secrets, trademarks, trademark applications, tradenames, patents, patent applications, registrations, copyrights, permits, licenses, franchises, customer lists, tax refunds, tax refund claims, leasehold and subleasehold interests in real and personal property, all right, title and interest under leases, subleases, licenses and concessions and other agreements relating to real and personal property (including, without limitation, all rents, issues and profits), rights and claims against third parties including carriers and shippers, rights to indemnification and security interests or other security held by or granted to Debtor to secure payment of Debtor's accounts, corporate or other business books and records (including, without limitation, customers lists, tenant lists, correspondence with present or prospective tenants or suppliers, advertising materials and telephone exchange numbers as identified in such materials, credit files, computer programs, printouts and other computer materials and records), any plans and specifications pertaining to any real property or any structure thereon (including, without limitation mechanical,

structural and electrical performance standards), installations and furnishings specifically designed for any of the Debtor's real property or any structure thereon (including, without limitation, communication systems, computer systems, hardware and software, HVAC and other utility installations, appraisals, engineering, soil and other reports relating to any of the Debtor's real property or any structure thereon), equipment, communications systems, machinery, fixtures, tools, all lobby, indoor and outdoor furniture (including, without limitation, tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), furnishings, appliances, rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, venetian blinds, partitions, chandeliers and other lighting fixtures, holiday decorations and all other personal property or interests in personal property together with all accessions to, substitutions for, and all replacements, products and proceeds of the foregoing (including, without limitation, any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the foregoing, any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental agency, any and all other amounts paid or payable to Debtor with respect to any of the foregoing and any proceeds of insurance policies insuring any of the foregoing).

\* Wilmington Trust Company and William J. Wade are acting as trustees in connection with this financing statement and not in their individual capacities.

MACY'S NORTHEAST, INC.  
f/k/a MACY'S NEW JERSEY, INC.

By Donald Eugene  
Donald Eugene, V.P.



CERTIFICATION  
FOR MARYLAND DOCUMENTARY STAMPS

TO THE CLERKS, CIRCUIT COURTS FOR BALTIMORE AND ANNE ARUNDEL COUNTIES:

The undersigned hereby certifies to the Clerks, Circuit Courts for Baltimore and Anne Arundel Counties, and to the Maryland State Department of Assessments and Taxation (a) that the indebtedness to which this Financing Statement relates is the same indebtedness which is the subject of a certain Deed of Trust, Security Agreement, Assignment of Rents, Profits and Leases, Financing Statement and Fixture Filing dated July 14, 1986 by and between R.H. Macy & Co., Inc. and Wilmington Trust Company and William J. Wade, as Trustees, relating to the real property described on Exhibit A to this certificate, (b) that the undersigned has become an additional obligor of the indebtedness which is the subject of that Deed of Trust, Security Agreement, Assignment of Rents, Profits and Leases, Financing Statement and Fixture Filing, and (c) that recordation tax was previously paid on the indebtedness evidenced and secured by such Deed of Trust, Security Agreement, Assignment of Rents, Profits and Leases, Financing Statement and Fixture Filing upon the filing on July 14, 1986 of such Deed of Trust, Security Agreement, Assignment of Rents, Profits and Leases, Financing Statement and Fixture Filing among the Land Records of Baltimore County, Maryland.

MACY'S NORTHEAST, INC.

F/K/A MACY'S NEW JERSEY, INC.

By: David L. Fava  
Name: DAVID L. FAVA  
Title: VP

541 273

EXHIBIT A

ALL that certain plot, piece, or parcel of land, situate, lying and being in the County of Baltimore, State of Maryland, more particularly bounded and described as follows:

PARCEL 1:

BEING KNOWN AND DESIGNATED as Lot 1C as depicted on that certain subdivision plan entitled, "Hunt Valley Mall, Revised Record Plat", which Plat is duly recorded among the Land Records of Baltimore County, in Plat Book E.H.K.Jr. No. 46, folio 27 and being more particularly bounded and described as follows:

BEGINNING for the same at the southwest corner of Lot 1C as laid out on the Revised Record Plat of Hunt Valley Mall, Drawing No. RP-3 dated March 28, 1980 and recorded among the Plat Records of Baltimore County in Plat Book E.H.K.Jr. No. , folio , said southwest corner of Lot 1C being designated as No. 521 on said plat, said place of beginning also being distant North 50 degrees 18 minutes 14 seconds West 636.35 feet from a stone marked GLM No. 11 heretofore set at the beginning of the Fifth or South 3 degrees 14 minutes West 245 foot line of a parcel of land which by a Deed dated June 30, 1927 and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 645, folio 336 was conveyed by Wilbur C. Swam and wife to The Grand Lodge of Ancient Free and Accepted Masons of Maryland and running thence from said place of beginning so as to include and embrace the aforesaid Lot 1C, the fifteen following lines viz: North 04 degrees 58 minutes 17 seconds West 189.67 feet, South 85 degrees 01 minutes, 43 seconds West 8.50 feet, North 04 degrees 58 minutes 17 seconds West 339.66 feet, South 85 degrees 01 minutes 43 seconds West 40.33 feet, North 04 degrees 58 minutes 17 seconds West 188.67 feet, North 85 degrees 01 minutes 43 seconds East 396.56 feet, North 00 degrees 25 minutes 00 seconds East 80.26 feet, Northwesterly by a line curving toward the left having a radius of 107.50 feet for a distance of 178.97 feet (the chord of said arc bearing North 47 degrees 16 minutes 38.5 seconds West 159.00 feet), South 85 degrees 01 minutes 43 seconds West 216.88 feet, Northwesterly by a line curving toward the right having a radius of 50.00 feet for a distance of 78.54 feet (the chord of said arc bearing North 49 degrees 58 minutes 17 seconds West

70.71 feet); North 04 degrees 58 minutes 17 seconds West 96.68 feet, northeasterly by a line curving toward the right having a radius of 60.00 feet for a distance of 94.25 feet (the chord of said arc bearing North 40 degrees 01 minutes 43 seconds East 84.85 feet), North 85 degrees 01 minutes 43 seconds East 162.50 feet, Northeasterly by a line curving toward the left having a radius of 50.00 feet for a distance of 78.54 feet (the chord of said arc bearing North 40 degrees 01 minutes 43 seconds East 70.71 feet) and North 04 degrees 58 minutes 17 seconds West 32.57 feet to a point on the south side of McCormick Road Extension, 70 feet wide, as laid out on the aforesaid Revised Records Plat of Hunt Valley Mall, Drawing No. RP-3 dated March 28, 1980, thence binding on the south side of said McCormick Road Extension, Easterly by a line curving toward the right having a radius of 665.00 feet for a distance of 17.50 feet (the chord of said arc bearing North 85 degrees 58 minutes 27 seconds East 17.50 feet), thence leaving said McCormick Road Extension and continuing to run so as to include and embrace the aforesaid Lot 1C, the nineteen following lines viz: South 04 degrees 58 minutes 17 seconds East 32.28 feet, Southwesterly by a line curving toward the right having a radius of 67.50 feet for a distance of 106.03 feet (the chord of said arc bearing South 40 degrees 01 minutes 43 seconds West 95.46 feet), South 85 degrees 01 minutes 43 seconds West 162.50 feet, Southwesterly by a line curving toward the left having a radius of 42.50 feet for a distance of 66.76 feet (the chord of said arc bearing South 40 degrees 01 minutes 43 seconds West 60.10 feet), South 04 degrees 58 minutes 17 seconds East 96.68 feet, Southeasterly by a line curving toward the left having a radius of 32.50 feet for a distance of 51.05 feet (the chord of said arc bearing South 49 degrees 58 minutes 17 seconds East 45.96 feet) North 85 degrees 01 minutes 43 seconds East 216.88 feet, Southeasterly by a line curving toward the right having a radius of 125.00 feet for a distance of 208.10 feet (the chord of said arc bearing South 47 degrees 16 minutes 38.5 seconds East 184.89 feet), South 00 degrees 25 minutes 00 seconds West 78.61 feet, North 85 degrees 01 minutes 43 seconds East 65.22 feet, North 25 degrees 01 minutes 43 seconds East 86.60 feet, North 85 degrees 01 minutes 43 seconds East 115.33 feet, South 27 degrees 40 minutes 00 seconds East 449.75 feet, Southeasterly by a line curving toward the right having a radius of 250.00 feet for a distance of 61.45 feet (the chord of said arc bearing South 20 degrees 37 minutes 30 seconds East 61.30 feet), South 13 degrees 35 minutes 00 seconds East 126.55 feet, Southerly by a line curving toward the right having a radius of 200.00 feet for a distance of 187.14 feet (the chord of said arc bearing South 13 degrees 13 minutes 21.5 seconds West 180.39 feet), South 40 degrees 01 minutes 43 seconds West 161.00 feet, North 49 degrees 58 minutes 17



BOOK 541 PAGE 275

seconds West 129.10 feet and South 85 degrees 01 minutes 43 seconds  
West 536.71 feet to the place of beginning. Containing 13.318 acres  
of land more or less.

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

BOOK 541 PAGE 276

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. # 272950

RECORDED IN LIBER 527 FOLIO 225 ON 5/24/88 (DATE)

1. DEBTOR

Name Betty Brite Cleaners

Address 157 I Ritchie Highway Severna Park, Md. 21146

2. SECURED PARTY

Name Clifton Trust Bank

Address 10112 York Road Cockeysville, Md. 21030

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

<b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
<b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<b>D. Other Termination</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)

RECORD FEE 10.00  
POSTAGE .50  
#294020 C055 R04 110:24  
CK 05/16/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Date 5/10/89

*Christopher T. Oswald*  
(Signature of Secured Party)

Christopher T. Oswald  
Type or Print Above Name on Above Line

1552

BOOK 541 PAGE 277

277318

Debtor or Assignor Form

Anna Arundel Co. MARYLAND FINANCING STATEMENT

- ☐ Not subject to Recordation Tax  
☒ Subject to Recordation Tax; Principal Amount is \$ 14400.00 (101.50)  
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Sovero Associates, Inc.  
(Name)  
408 Empire Towers  
(Address)  
Glen Burnie, Maryland 21061

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn: Phillip Kunzelman  
(Name of Loan Officer)  
P.O. Box 1596 Banc 101-560  
(Address)  
Baltimore, Maryland 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

See Attached Schedule A



RECORD FEE 11.00

RECORD TAX 101.50

POSTAGE .50

#294050 C055 R04 T10:2B

05/16/89

H. ERLE SCHAFER

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals or the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

Sovero Associates, Inc. (Seal)

X *Recco Pover* (Seal)

Recco J. SOVERO JR, PRESIDENT  
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)

(Seal)

(Signature)

(Print or Type Name)

11/80  
10150  
SU



QTY	MODEL NUMBER	HARDWARE DESCRIPTION
<u>System Components</u>		
2	SM386-20-1	Northgate 386 with 20 MHz Processor Speed, 1MB 80ns RAM on Motherboard, Intel 80386 Processor, 8 Expansion Slots on the Motherboard: 2 32-Bit, 5 16-Bit, 1 8-Bit, 1 Parallel Port, 2 Serial Ports on Motherboard, 80387 Co-Processor Socket, Clock/Calendar with 5 Year Battery Backup, Fully IBM Compatible AWARD BIOS with Setup in ROM
<u>Case &amp; Power Supply</u>		
2	DESKTOP	Full AT Style Case (5 Device) with 200 Watt Power Supply
<u>Data Storage</u>		
2	HDC-1060	Microscience 68MB RLL 28ms Hard Disk, RLL and 1:1 Interleave 16 Bit Controller
2	FD1.2	1.2MB 5.25" Floppy Drive
2	FD1.44	1.44MB 3.5" Floppy Drive
<u>System Software</u>		
2	MS4.01	Northgate MS-DOS Version 4.01 & GW BASIC with Manuals Serial# 23181-2
2		On-line MS DOS 4.01 Users Guide
2	PC-KWIC	Disk Caching Software
2		On-line Users Guide
<u>Monitor</u>		
2	MONO-14A	Monochrome 14" Amber Monitor with Model IMTEC 1457A with Hercules Compatible Monographics Adapter with Parallel Port Serial#90100489
<u>Keyboard</u>		
2	OMNI	Omnikey 102 Keyboard Serial# 0036600
<u>Modem</u>		
2	INTMOD-2400	2400 Baud Modem
1	#1281923	FAX Machine Model #915

# Butler Leasing Company

## FINANCING STATEMENT (FORM UCC-1)

541 279

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

277319

LESSEE: Champion Realty, Inc.  
541-B Baltimore Annapolis Blvd.  
Severna Park, MD 21146

LESSOR: BUTLER LEASING COMPANY  
9861 Broken Land Parkway, Suite 210  
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:

THE BANK OF GLEN BURNIE  
P. O. Box 70  
Glen Burnie, Maryland 21061

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY  
( ) If checked, see Equipment Schedule attached hereto and made a part hereof.  
See Attached Equipment Schedule

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



RECORD FEE 11.00  
POSTAGE .50

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS AND  
REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (including Insurance Proceeds)

EQUIPMENT LOCATION: See Equipment Schedule, ,

M294180 C055 R04 T12\*27  
05/16/89

LESSEE  
Champion Realty, Inc.

LESSOR  
BUTLER LEASING COMPANY

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

BY: Carol M. Goss

BY: Grace M. Cabbage

PRINT NAME & TITLE: CAROL M. ROSS, CONTROLLER Grace M. Cabbage, Vendor Service Man.

FILING OFFICER: Please record and return to:  
BUTLER LEASING COMPANY  
P. O. Box 609  
Columbia, Maryland 21045-0609  
(301)720-6600 (202)621-8360

# Butler Leasing Company

## EQUIPMENT SCHEDULE

541 280

Equipment to be located 230 Transmission Court, Lithicum MD 21090

<u>QTY</u>	<u>DESCRIPTION</u>
1	EXTRA STANDARD CHAMP AGENT DESK
35	STANDARD CHAMP AGENT DESKS
26	SIERRA CHAIRS. SC45. DARK BLUE FABRIC
258.63 YDS	TUFF STUFF #3016
1	STRATA XXe2 KEY SERVICE UNIT
	EQUIPPED FOR 21 OUTSIDE LINES, 48 STATIONS, AND
	REMOTE MAINTENANCE
31	EKT - 6015H 10 BUTTON HANDSFREE I.C.
1	EKT - 6025 SD 20 BUTTON DISPLAY PHONE
1	HDSS 6060 DSS CONSOLE

Equipment to be located 541-B Baltimore Annapolis Blvd, Severna Park, MD 21146

11	CHAMP STANDARD AGENT DESK
10	GZ36 HON CHAIRS. J-HEATHER NYLON.
12	GZ36 HON CHAIRS. J-HEATHER NYLON. MAHOGANY BASE.
7	GZ36 HON CHAIRS. J-HEATHER NYLON. MAHOGANY BASE.

Equipment to be located 46 Mountain Road, Glen Burnie MD, 21061

10	GZ36 HON CHAIRS. J-HEATHER NYLON.
12	STANDARD CHAMP AGENT DESK

Equipment to be located 21 Kent Town Mkt, Chester MD 21619

24	GZ36 HON CHAIRS. J-HEATHER NYLON.
22	SINGLE PED DESKS. GRAY (STANDERD CHAMP AGENT DESK)

Equipment to be located 2660 Riva Road, Ste 150, Annapolis MD 21401

6	GZ36 HON CHAIRS. J-HEATHER NYLON. MAHOGANY BASE.
---	--------------------------------------------------

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS.



INSTRUCTIONS

1. Remove Secured Party and Debtor copies and send other 4 copies with interleaved carbon paper to the Secretary of the State. Enclose filing fee.
2. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of four copies of Form UCC-1. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Do not attach to UCC-1 form.
3. If collateral covers timber, minerals including oil and gas or accounts financed at the wellhead or minehead, this financial statement shall show that it covers this type of collateral, shall recite that it is to be filed in the real estate records and the financing statement shall contain a description of the real estate.
4. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of UCC-1 forms, without extra fee. Do not attach to UCC-1 form.
5. At the time of original filing, filing officer will return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

NAME AND ADDRESS OF DEBTOR (Or Assignor)	NAME AND ADDRESS OF SECURED PARTY (Or Assignee)	FOR FILING OFFICER (Date, Time, Number)
Robert L. George 3300 Mount Airy Court Davidsonville, MD 21035	Corbin West Limited Partnership c/o CDC Equity Corporation 17 Talcott Notch Road Farmington, CT 06032	277320

1. This financing statement covers the following types (or items) of property (Describe)

See attached Schedule A

NOT SUBJECT TO RECORDATION TAX

"The original UCC-1 Statement has been filed with the Department of Assessments & Taxation."

RECORD FEE 11.00

POSTAGE .50

SEP4190 0055 R04 112:29

05/14/89

2. (If collateral is crops) the above described crops are growing or are to be grown on (describe real estate above or on a separate sheet).
3. (If applicable) the above goods are to become fixtures on (describe real estate above or on a separate sheet) and filing statement is to be filed for record in the real estate records.
4. ☐ (If debtor does not have an interest of record) the name of the owner is \_\_\_\_\_
4. ☐ (If products of collateral are claimed) products of collateral are also covered

MA CO. CIRCUIT COURT

WHICHEVER IS APPLICABLE	Number of additional sheets presented	<input type="checkbox"/> Debtor is a transmitting utility as defined in 42a-9-402 Conn. General Statutes.
	Robert L. George	CDC EQUITY CORP., A General Partner By: Steven L. Erie, Managing Director

(1) Filing Officer Copy - Alphabetical  
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

(5) Debtor Copy ORIGINATOR - Remove this copy and forward balance of form intact for filing.

11/50

pg 541 of 282

SCHEDULE A  
TO UCC FINANCING STATEMENT AND SECURITY AGREEMENT

1. All now owned and hereafter acquired limited partnership interests in the Corbin West Limited Partnership ("Partnership"), a Connecticut limited partnership including, but not limited to, all of Debtor's rights and interests (both as equity owner and creditor) in the Partnership and any successor partnership and under the Partnership's Limited Partnership Agreement as presently or hereinafter in effect and as may be amended from time to time (the "Collateral").
2. All Proceeds of the Collateral.
3. All increases in, and additions to, the Collateral.
4. The security interest described above shall continue in all Collateral, notwithstanding sale, exchange or other disposition thereof by Debtor. Sale, exchange or other disposition is not authorized by Secured Party.

CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX

541 283

277321

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-  
tion tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded  
in land records check here ☐

This financing statement Dated 05-08-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name C S LAWN & LANDSCAPE, INC.

Address 1600 ROSSBACK ROAD DAVIDSONVILLE, MD. 21035

2. SECURED PARTY

Name JOHN DEERE COMPANY

Address P.O. BOX 65090 WEST DES MOINES, IOWA 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 NEW JOHN DEERE FRONT MOWER s/n M0F935X595556
- 1 NEW JOHN DEERE 60" MOWER s/n M01052X576666

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

RECORD FEE 11.00

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

POSTAGE .50

- ☐ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)



#294200 0055 R04 T12:29

05/16/89

*Charles Z. Schaefer*  
(Signature of Debtor)

C S LAWN & LANDSCAPE, INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

JOHN DEERE COMPANY H. ERLE SCHAEFER  
P.O. BOX 65090  
WEST DES MOINES, IOWA 50265

*Donald W. Williams*  
(Signature of Secured Party)

Donald W. Williams  
Type or Print Above Signature on Above Line

1150



541 PAGE 284

**AVCO FINANCIAL SERVICES**

7164 EAST FURNACE BRANCH ROAD, P.O. BOX 997, GLEN BURNIE, MD 21061  
PH. (301) 766-6763

BOOK 535 PAGE 478

TERMINATION STATEMENT

ID# 275746

THIS STATEMENT OF TERMINATION OF FINANCING IS PRESENTED TO A FILING OFFICER  
PURSUANT TO THE UNIFORM COMMERCIAL CODE. THE SECURED PARTY CERTIFIES THAT THE  
SECURED PARTY NO LONGER CLAIMS A SECURITY INTEREST UNDER THE FINANCING  
STATEMENT BEARING THE FILE NUMBER SHOWN ABOVE.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

(SECURED PARTY)

BY Henry J. Bryant Admin Asst.  
TITLE

DATED: 4-26-89

ACKNOWLEDGEMENT COPY

FILING OFFICER IS REQUIRED TO NOTE FILE NUMBER, DATE AND HOUR OF  
FILING ON THIS COPY AND RETURN IT TO THE PERSON FILING, AS AN  
ACKNOWLEDGEMENT.

debtor: Richard J. Auclair

RECORD FEE 10.00

POSTAGE .50

#294220 0055 R04 112:31

05/16/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

GK

10.50

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 277322

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name HOMER DALE DUNCANAddress 1756 NATICOKE ROAD PASADENA, MD 21122

## 2. SECURED PARTY

Name SUIT & WELLS EQUIPMENT CO., INC.Address 6300 CRAIN HIGHWAY UPPER MARLBORO, MD 20772

Gloria Rivers

1st National Bank of Md. 14700 Main Street Upper Marlboro, Md. 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

- (1) USED 1976 CASE 450 CRAWLER LOADER  
S/N # 3062014

THIS IS A RETAIL INSTALLMENT SALES CONTRACT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☐ (Proceeds of collateral are also covered)

- ☐ (Products of collateral are also covered)

Homer Dale Duncan  
(Signature of Debtor)

HOMER DALE DUNCAN

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RECORD FEE 11.00

POSTAGE .50

#294230 C055 R04 T12:38

05/16/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Jay R. Weamer  
(Signature of Secured Party)  
JAY R. WEAMER, SALES MANAGER  
SUIT & WELLS EQUIPMENT CO., INC.  
Type or Print Above Signature on Above Line

County

STATE OF MARYLAND

BOOK 541 PAGE 286

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250614  
RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON 1-23-84 (DATE)

1. DEBTOR

Name J.P. Fuller, Inc.  
Address 1812 Crain Hwy, Glen Burnie, MD 21061

2. SECURED PARTY

Name Gravely International, Inc.  
Address One Gravely Lane  
Clemmons, NC 27012  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

<b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
<b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment

To include an additional address of the Debtor(s) secondary location: J.P. Fuller, Inc.  
Cloverleaf Business Park  
Rt. 3, N-Bound Lane  
Millersville, MD

CK H. ERLE SCHAFER  
AA CO. CIRCUIT COURT  
RECORD FEE 10.00  
#294260 D055 R04 T12:43  
05/16/89

Debtor's signature J.P. Fuller, Inc.  
Debtor's name typed J.P. Fuller, Inc.  
Dated May 2, 1989  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT  
Gravely International, Inc.  
Type or Print Above Name on Above Line

15



STATE OF MARYLAND  
County of Anne Arundel  
**FINANCING STATEMENT** FORM UCC-1

BOOK 541 PAGE 257  
Identifying File No. 277323

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-  
tion tax indicate amount of taxable debt here. \$

If this statement is to be recorded  
in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Data Search, Incorporated

Address 7310 Ritchie Highway Suite 700 Glen Burnie, MD 21061

2. SECURED PARTY

Name EB Industrial Leasing Corporation

Address 898 Airport Park Road Suite 100 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 DH63002-HA MicroVax II  
5MB Memory  
RD54 159 MB Disk Drive  
TK50 95 MB Tape Drive  
DZ011-M 4 Line Mux  
OZ002-C5 VMS 1-8 User Operating Software License  
Power Conditioner  
4 Wyse-85 Terminals  
4 Fujitsu DL2600 Printers  
2 Multitech 2400 Baud Dial-up Modem  
File Flow  
Document Preparation  
Closing & Escrow Accounting  
1-4 User License

Name and address of Assignee

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Data Search, Incorporated

(Signature of Debtor)

Benjamin J. Renko, Jr.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

EB Industrial Leasing Corporation

Type or Print Above Signature on Above Line

RECORD FEE 11.00

POSTAGE .50

#294280 0055 R04 T12:53

05/16/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT



115.50

## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

Identifying File No. **277324**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK **541** **288**If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 5568.00If this statement is to be recorded in land records check here. ☐This financing statement Dated 5/10/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Mr. Walter and wife Patricia KraussAddress 757 215<sup>th</sup> St. Pasadena MD 21122

## 2. SECURED PARTY

Name Norwest FinancialAddress P.O. Box 532Annapolis, MD 21404

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5/10/93

4. This financing statement covers the following types (or items) of property: (list)

12 - Double Hung Windows	4 - CB Radios	2 - Lawn Mowers
2 - Solid Core Storm Doors	2 - Stereos	1 - Gas weed eater
2 - Tents	4 - Televisions	
2 - Weight Sets	3 - VCR's	
15 - Fishing Rods	2 - Power Tools	
20 - Firearms	3 - Work Benches	
4 - Cameras	1 - Gardening Equipment	
1 - Above Ground Swimming Pool		

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Walter J. Krauss

(Signature of Debtor)

Mr. Walter Krauss

Type or Print Above Name on Above Line

Patricia Krauss

(Signature of Debtor)

Mrs. Patricia Krauss

Type or Print Above Signature on Above Line



AA CO. CIRCUIT COURT

RECORD FEE 12.00

RECORD TAX 42.00

POSTAGE .50

#274310 C055 R04 T13:11

05/16/89

H. ERLE SCHAFER

(Signature of Secured Party) CO. CIRCUIT COURT

Tracy P. Grande

Type or Print Above Signature on Above Line

12' 42" 50

MARYLAND FINANCING STATEMENT

541 289  
277325

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Charles A. Harrell T/A Harrell's Truck Repair  
7704 Apple Ave. Jessup, MD 20794 (Name or Names) CFSL 3382  
 (Address)

LESSEE \_\_\_\_\_  
 (Name or Names)  
 \_\_\_\_\_  
 (Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Chesapeake Federal Savings and Loan Association  
 of LESSOR 2001 E. Joppa Road (Name or Names) Baltimore, Maryland 21234  
 (Address)

4. This financing Statement covers the following types (or items) of property:

One - Sprak BA 4-3000 Gear Drive High Pressure Washer

RECORD FEE 12.00

POSTAGE .50



#294370 COSS R04 T14:32

05/16/89

H. ERLE SCHAFER

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
 Products of Collateral are also covered Yes ( ) No (xx)

LESSEE  
Charles A. Harrell T/A Harrell's  
Truck Repair  
 By: Charles Harrell (Title) owner  
 (Type or print name of person signing)  
 By: \_\_\_\_\_ (Title)  
 (Type or print name of person signing)

LESSOR  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
 By: Brian G. Connelly Manager  
 (Title)  
 (Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
 8767 SATYR HILL ROAD  
 BALTIMORE, MD 21234

1280



## STATE OF MARYLAND

541 290

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 14916

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 277326

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2192.04

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 2-16-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name David Reynolds & Annita Reynolds  
Address 8015 E Keele Ct Ft meade, Md 20755

## 2. SECURED PARTY

Name Avco Financils Services  
Address P O Box 997  
Glen Burne Md 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 2-18-92

4. This financing statement covers the following types (or items) of property: (list)

Bicycle  
Exer. Cycle  
Bass Amp  
Computer & software  
27" TV  
VCR

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)David Reynolds  
(Signature of Debtor)

David Reynolds

Annita L. Reynolds  
(Signature of Debtor)  
Annita Reynolds

Type or Print Above Signature on Above Line

1750  
17.50Mary Bryant  
(Signature of Secured Party)  
Mary Bryant

Type or Print Above Signature on Above Line

RECORD FEE 12.00

RECORD TAX 17.50

POSTAGE .50

#294400 0055 R04 T14:36

05/16/89



H. ERLE SCHAFER

AA CO. CIRCUIT COURT

277327

541 PAGE 231

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don't indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name A-A Recycle & Sand, Inc.  
Address P.O. Box 42 Linthicum Heights, MD 21090

2. SECURED PARTY

Name Stursa Equipment Co., Inc.  
Address 1223 Dorsey Road Glen Burnie, MD 21061

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

First Interstate Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, Maryland 21061

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real  
estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to  
be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

A-A Recycle & Sand, Inc.

William H. DeBouché, Pres  
(Signature of Debtor)

William H. DeBouché, Pres  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



RECORD FEE 17.00

POSTAGE .50

#294410 0055 R04 714:38

Stursa Equipment Co., Inc.

05/16/89

H. ERLE SCHAFER  
(Signature of Secured Party) H. ERLE SCHAFER  
CLERK OF CIRCUIT COURT

Marvin Stursa, Pres  
Type or Print Above Signature on Above Line



## FIRST INTERSTATE CREDIT ALLIANCE, INC.

## CONDITIONAL SALE CONTRACT NOTE

Doc 541 PAGE 292

TO: Stursa Equipment Co., Inc.

FROM: A-A Recycle &amp; Sand, Inc.

1223 Dorsey Road Glen Burnie, MD 21061  
(Address of Seller)P.O. Box 42 Linthicum Heights, MD 21090  
(Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):

One (1) Used Powerscreen Model Mark II,  
S/N 2719239

(1) TIME SALES PRICE ..... \$ 44,971.60

(2) Less DOWN PAYMENT In Cash ..... \$ 10,000.00

(3) Less DOWN PAYMENT IN GOODS  
\*(Trade-In Allowance) ..... \$ -0-

(4) CONTRACT PRICE (Time Balance) ..... \$ 34,971.60

Record Owner of Real Estate:

## \*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

(Street and Number)

(City)

(County)

(State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty four thousand nine hundred seventy one and 60/100\*\*\*\*\* Dollars (\$ 34,971.60) being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 8th day of June, 19 89, and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$ 1,457.15 and the final installment being in the amount of \$ 1,457.15 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property ~~and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest~~ (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

## TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

## BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: May 8, 19 89

BUYER(S)-MAKER(S):

Accepted: Stursa Equipment Co., Inc. (SEAL)  
(Print Name of Seller Here)A-A Recycle & Sand, Inc. (SEAL)  
(Print Name of Buyer-Maker Here)By: *[Signature]*By: *[Signature]* (SEAL)  
Co-Buyer-Maker:

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

FICA-L-2XD(1-75)

© 1988 First Interstate Credit Alliance, Inc.

2

ORIGINAL FOR FILING-NON-NEGOTIABLE



**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fiftieth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT:** THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: \_\_\_\_\_, 19 \_\_\_\_\_

(Corporate, Partnership or Trade Name or Individual Signature) (SEAL)

Signature  
of  
Seller

(Witness)

By:

(Signature: Title of Officer, "Partner" or "Proprietor")



# ASSIGNMENT

541 Page 294

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed

conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated May 8, 1989,

between Stursa Equipment Co., Inc., as Seller/Lessor/Mortgagee

and A-A Recycle & Sand, Inc. P.O. Box 42 Linthicum Heights, MD 21090

(Name)

(Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 34,971.60.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 8th day of May, 19 89.

Stursa Equipment Co., Inc.

(Seal)

(Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA-L-5A

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1  
Identifying File No. 15024

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1626.62

If this statement is to be recorded in land records check here. ☐

This financing statement Dated APRIL 13, 1989 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RONALD & DONALD HENDRICKSON  
Address 114 QUEEN ANNE RD., GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES  
Address 7164-D E. FURNACE BRANCH RD., GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER  
PERSONAL PROPERTY--HUFFY 10 SPEED, 10 MAN TENT,  
LANTERN, STOVE, SLEEPING BAGS, S/W 12 GA. AUTO, BROWNING COMB. BOW, EMERSON  
13" TV, VCR

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

RECORD FEE 12.00

RECORD TAX 14.00

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

POSTAGE .50



N294460 C055 R04 T14:46

05/16/89

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

x Ronald J. Hendrickson  
(Signature of Debtor)

RONALD J. HENDRICKSON  
Type or Print Above Name on Above Line

x Donna C. Hendrickson  
(Signature of Debtor)

DONNA C. HENDRICKSON  
Type or Print Above Signature on Above Line

Stephen Campbell  
(Signature of Secured Party)

STEPHEN CAMPBELL, ASST. MGR.  
Type or Print Above Signature on Above Line

12.50



541 296

277329

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Alford Industries Inc.  
Box 300  
Industrial Avenue  
Ridgefield Park, NJ 07660

2. Secured Party(ies) and address(es)

The CIT Group/Business  
Credit, Inc.  
270 Park Avenue  
New York, NY 10017

3. Maturity date (if any):

For Filing Officer (Date, Time,  
Number, and Filing Office)

RECORD FEE 13.00  
RECORD TAX 2870.00  
POSTAGE .50  
#358920 07/77 R03 T09:20  
05/17/89

4. This financing statement covers the following types (or items) of property:

See Schedule Attached

5. Assignee(s) of Secured Party and  
Address(es)

H. ERIC SCHAEFER

CO. CREDIT COURT

RECORDATION TAXES HAVE BEEN PAID AT THE STATE LEVEL.



This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Anne Arundel County, Maryland

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

ALFORD INDUSTRIES INC.

THE CIT GROUP/BUSINESS CREDIT, INC.

By:

*[Signature]*  
Signature(s) of Debtor(s)

C. A. O.  
Title

(1) Filing Officer Copy-Alphabetical

By:

*[Signature]*  
Signature(s) of Secured Party(ies)

Assistant Secretary  
Title

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

SCHEDULE ATTACHED TO FINANCING STATEMENT

BOOK 541 PAGE 297

Debtor

Alford Industries, Inc.  
Box 300  
Industrial Avenue  
Ridgefield, NJ 07660

Secured Party

The CIT Group/Business Credit, Inc.  
270 Park Avenue  
New York, NY 10017

The Financing Statement to which this Schedule is attached covers the following:

All present and future accounts, receivables, instruments, documents, contract rights, chattel paper, general intangibles (excluding however the Debtor's right, title and interest in and to U.S. Patent No. 4321087 relating to the METASHEEN process), unpaid seller's rights, returned and repossessed goods, all rights to the goods represented by the foregoing and all cash and non-cash proceeds thereof.

All present and hereafter acquired merchandise, inventory and goods, and all additions, substitutions and replacements thereof, wherever located, together with all goods and materials used or usable in manufacturing, processing, packaging or shipping same; in all stages of production--from raw materials through work-in-process to finished goods--and all proceeds of whatever sort.

All present and hereafter acquired, wherever located, warehouse receipts, bills of lading, shipping documents, documents of title, letter of credit, chattel paper and instruments, all whether negotiable or not, and all goods and inventory relating thereto in all stages of manufacture, process or production and all cash and non-cash proceeds thereof of whatever sort and however arising.

All present and hereafter acquired machinery, equipment, furnishings and fixtures, and all additions, substitutions and replacements thereof, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto and all proceeds of whatever sort.

All now owned and hereafter acquired general intangibles including without limitation all of the Debtor's right, title and interest in and to all proceeds due or to become due to the Debtor under the Escrow Agreement between the Debtor and Engraph, Inc., all tradenames and trademarks together with the goodwill associated therewith, and all patents and tax refunds, together with all monies and claims for monies now or hereafter due and payable in connection with any of the foregoing, and all cash and non-cash proceeds thereof, provided however that the foregoing shall not include the Debtor's right, title and interest in and to U.S. Patent No. 4321087 relating to the METASHEEN process.

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK )

541 298

I, James Conheeney, Assistant Secretary of The CIT Group/Business Credit, Inc. ("CITBC") hereby deposes and says as follows:

1. CITBC has entered into a Financing Agreement dated April 20, 1989, ("Financing Agreement") with Alford Industries, Inc. ("Alford");
2. Pursuant to the terms of the Financing Agreement, CITBC has extended a \$15,000,000 line of credit to Alford;
3. Based upon information and belief, I am advised that Alford has equipment and fixtures presently valued at \$27,361,000 located in numerous states;
4. Based upon information and belief, I am advised by Alford that the aggregate current value of all equipment located in Anne Arundel County, in the State of Maryland is \$748,548;
5. The amount of tax due has been computed as follows:

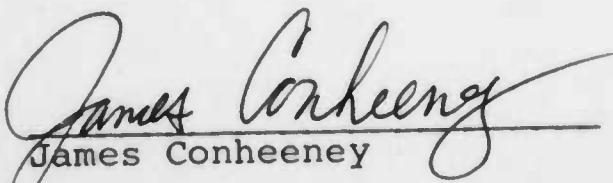
Non-exempt property	\$ 748,548	X Loan Amount	\$15,000,000 =
Total property	\$ 27,361,000		

\$409,500 total amount  
subject tax

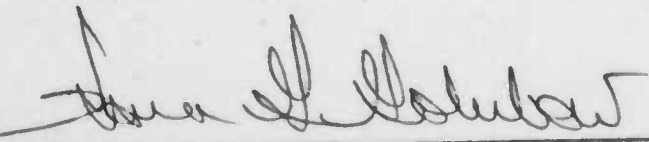
\$ 410,000	X	\$ 3.50	=
\$ 500.00			

\$2,870.00 Tax due

IN WITNESS Whereof, I have this 28 day of April, 1989 set my hand to attest to the above.

  
James Conheeney

Sworn to before me this 28 day of April , 1989

  
Notary Public

KAREN G. GOLUBOW  
Notary Public, State of New York  
No. 41-4894521  
Qualified in Queens County  
Commission Expires April 20, 1991



541 299

11-4

FINANCING STATEMENT FORM UCC-1

Identifying File No. 277330

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ -0-

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation

Address 50 Rockefeller Plaza

New York, NY 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
To secure assignment to Societe Generale Financial Corporation of certain lease payments under a certain True Lease Assignment dated 3/27/89, Schedule # 03, dated 3/27/89 between Assignor as Lessor and LEASE ACCOUNT # 309813 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/1/89 between Assignor and Assignee:

RECORD FEE 11.00

POSTAGE .50

One (1) NLB 10200D High Pressure Liquid blaster s/n 9831300 0777 R03 T09:56

05/17/89

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (Describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

(Signature of Debtor)

Bruce J. Winter, V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Societe Generale Financial Corporation

(Signature of Secured Party)

K.R. Adams VP

Type or Print Above Name on Above Line

Anne Arundel County

1/18

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 277331

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name TransFinancial Leasing Corp.Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

## 2. SECURED PARTY

Name Societe Generale Financial CorporationAddress 50 Rockefeller PlazaNew York, NY 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Societe Generale Financial Corporation of certain lease payments under a certain True Lease Assignment dated 4/19/89, Schedule # 01, dated 4/19/89 between Assignor as Lessor and LEASE ACCOUNT # 714098 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 5/2/89 between Assignor and Assignee:

(1) One Mori Seiki MV Jr. with Yasnac Control S/N 2484

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

*Not subject to recordation tax.* 2402

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

*[Signature]*  
(Signature of Debtor)

Bruce J. Winter, Vice President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RECORD FEE 11.00

POSTAGE .50

#359010 CTT7 R03 109:57

05/17/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT



Societe Generale Financial Corporation

*[Signature]*  
(Signature of Secured Party)

*K.R. Adams VP*  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

1150

541 301

277332

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) <b>Lessee</b> Joan Duncan Annapolis/Washington DC KOA 5381 Sands Rd. Lothian, MD 20711	2. Secured Party(ies) and address(es) <b>Lessor</b> Canyon Capital, Inc. P.O. Box 3710 Laguna Hills, CA 92654	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------

4. This financing statement covers the following types (or items) of property:  
5 Kamping Kabins Lease 1045  
RECORDATION FEE DOES NOT APPLY - THIS IS A TRUE LEASE

5. Assignee(s) of Secured Party and Address(es):  
Norwest Leasing, Inc.  
1600 W. 88 82nd St, Ste 120  
Minneapolis, MN 55431

RECORD FEE 11.00  
POSTAGE .50  
#559050 CITY HOS 110:03  
05/17/89

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)  
☐ already subject to a security interest in another jurisdiction when it was brought into this state.  
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: County of Anne Arundel

Joan Duncan  
By: Joan M. Duncan  
Signature(s) of ~~Debtor~~ Lessee

Canyon Capital, Inc.  
By: Nancy Gasperoni  
Signature(s) of ~~Secured Party~~ Lessor

(1) Filing Officer Copy - Alphabetical 11/8 STANDARD FORM - FORM UCC-1.



541 302

Anne Arundel County  
1-508E-C-02-06898-9

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 277333

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don't indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name A-A Recycle & Sand, Inc.

Address P.O. Box 42 Linthicum Heights, MD 21090

2. SECURED PARTY

Name Elliott & Frantz, Inc.

Address 10421 Guilford Road Jessup, MD 20794

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

First Interstate Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, Maryland 21061

RECORD FEE 17.00  
POSTAGE .50  
#359160 CY77 R03 T10:29  
05/17/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

A-A Recycle & Sand, Inc.

William H. DeBauch  
(Signature of Debtor)

William H. DeBauch Pres.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Elliott & Frantz, Inc.

Robert L. Schaeffer VP  
(Signature of Secured Party)

Robert L. Schaeffer V.P.  
Type or Print Above Signature on Above Line

17.50

FIRST INTERSTATE CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

541 303

TO: Elliott & Frantz, Inc. ("Seller") FROM: A-A Recycle & Sand, Inc. ("Buyer")  
 10421 Guilford Road Jessup, MD 20794 P.O. Box 42 Linthicum Heights, MD 21090  
 (Address of Seller) (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):

One (1) Used Fiat Allis Model 945B Wheel Loader, S/N 15M01582

(1) CASH SALE PRICE .....	\$ 35,000.00
(2) DOWN PAYMENT in Cash .....	\$ 15,000.00
(3) DOWN PAYMENT in Goods* (Trade-in Allowance) ..	\$ -0-
(4) UNPAID BALANCE [Items (1) - (2) - (3)] .....	\$ 20,000.00
(5) INSURANCE and other Benefits .....	\$ -0-
Types of coverage and benefits .....	
(6) OFFICIAL or DOCUMENTARY FEES .....	\$ 25.00
Describe and Itemize .....	
(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)]	\$ 20,025.00
(8) FINANCE CHARGE (Time Price Differential) .....	\$ 1,798.32
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)]	\$ 21,823.32
(10) TIME SALES PRICE [Items (2)+(3)+(9)] .....	\$ 36,823.32

\*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Twenty one thousand eight hundred twenty three and 32/100\*\*\*\*\* Dollars (\$ 21,823.32) being the above indicated Contract Price (hereinafter called the "time balance") in 12 successive monthly installments, commencing on the 8th day of June 19 89, and continuing on the same date each month thereafter until paid; the first 11 installments each being in the amount of \$ 1,818.61 and the final installment being in the amount of \$ 1,818.61 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property ~~and any and all inventory, goods, equipment, fixtures, and all other tangible and intangible assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest~~ (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE  
 LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE  
 CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: May 8, 19 89 BUYER(S)-MAKER(S):

Accepted: Elliott & Frantz, Inc. (SEAL) A-A Recycle & Sand, Inc. (SEAL)  
 (Print Name of Seller Here) (Print Name of Buyer-Maker Here)

By: Robert L. Schaeffer VP By: William H. Hughes Pres  
 (Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature) By:

This instrument prepared by



**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.**

\_\_\_\_\_  
(L.S.)  
(Guarantor-Endorser)

\_\_\_\_\_  
(L.S.)  
(Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: \_\_\_\_\_, 19\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller

By: \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor")

\_\_\_\_\_  
(Witness)



# ASSIGNMENT

541 305

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated May 8, 1989

between Elliott & Frantz, Inc. as Seller/Lessor/Mortgagee  
and A-A Recycling & Sand, Inc. P.O. Box 42 Litchfield Heights, MD 21090  
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract, and (2) the unpaid balance of the contract assigned hereby is \$ 21,823.32 8th day of May 19 89

IN WITNESS WHEREOF, we have hereunto set our hand and seal this Elliott & Frantz, Inc. (Seal)

By: Robert L. Schaeffer VP  
(Seller/Lessor/Mortgagee)

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA L-5A

277334

PRINT OR TYPE ALL INFORMATION

541 306

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER

ANNE ARUNDEL COUNTY  
STATE CORPORATION COMMISSION

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

McLean Contracting Company  
6700 Curtis Court  
Glen Burnie, MD 21061

Check the box indicating the kind of statement. Check only one box.

- ☒ ORIGINAL FINANCING STATEMENT  
☐ CONTINUATION - ORIGINAL STILL EFFECTIVE  
☐ AMENDMENT  
☐ ASSIGNMENT  
☐ PARTIAL RELEASE OF COLLATERAL  
☐ TERMINATION

Name & address of Secured Party

Associates Leasing, Inc.  
4191 Innslake Drive, Suite 118  
Glen Allen VA 23060

Name & address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
6359170 0717 203 110:30  
03/17/89  
H. ENLE SCHAFER  
H. CO. CIRCUIT COURT

Date of maturity if less than five years

Check if proceeds of collateral are covered  
(X)

Description of collateral covered by original financing statement

One Link-Belt Model HTC1050 Hydraulic Truck Crane S/N 57H9-822 with 110' Boom  
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPAIRS,  
REPLACEMENT PARTS, ADDITIONS, AND ALL PROCEEDS THEREOF  
EXEMPT RECORDATION TAX-EQUIPMENT LEASE DOES NOT CREATE A SECURITY INTEREST

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

McLean Contracting Company

Signature of Debtor if applicable (Date)

Frederick W. Rich, VP

Associates Leasing, Inc.

Signature of Secured Party if applicable (Date)

Leigh M. Wells, BCM

277335

541 307

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Deborah N. Cantler  
George R. Cantler

Mailing Address

Lot 29, Colonial Manor MH Park  
Annapolis, MD 21401

SECURED PARTY (Dealer)

The Bank of Baltimore  
205 W. Centre Street  
Baltimore, MD 21201

ASSIGNEE (Bank)

THE BANK OF BALTIMORE  
(Assignee)

Address: P.O. Box 896  
Baltimore, Maryland 21203

RECORD FEE 12.00  
#359200 0777 R03 T10:31  
05/17/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



1. This financing statement covers the following types (or items) of property (the collateral).

1984 Liberty Heritage 54251 52' X 14'

2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to Assignee named above at the address stated.

DEBTOR:

Deborah N. Cantler  
Deborah N. Cantler  
George R. Cantler  
George R. Cantler

SECURED PARTY:

BY: Sharon A. McIntyre  
THE BANK OF BALTIMORE

Note: The Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and The Bank of Baltimore which has been assigned to The Bank of Baltimore.

12



Anne Arundel Cty.  
\$10.50

**Statement of Continuation, Termination,  
Assignment, Amendment or Release Under  
Uniform Commercial Code**

541 PAGE 308

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 257553 recorded in Liber 487, Folio 233 on July 24, 1985 (date).

1. DEBTOR(S):

Name(s): DJF, Inc.

Address(es): 10301 York Road, Cockeysville, Md. 21030

5701 Ritchie Highway, Baltimore, Md. 21225

2. SECURED PARTY:

Name: Equitable Bank, National Association

Address: 100 S. Charles Street

Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

RECORD FEE

10.00

POSTAGE

.50

#357360 CTT 203 T10:39

05/17/89

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☒ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. ☐ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. DEBTOR:

SECURED PARTY:

**EQUITABLE BANK, National Association** successor in interest to the Equitable Trust Company.

By

Barbara Wykowski

Corporate Banking Officer

(Type Name and Title)

541 309

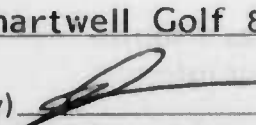
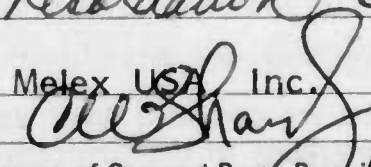
277336

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and Address(es) Harless, Emerson <del>X</del> E.H. Harless, Virginia L. 14799 Old Frederick Road Woodbine, Maryland 21797	2 Secured Party(ies) and Address(es) Baltimore Mack Trucks, Inc. 610 Nursery Road Linthicum, Maryland 21090	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 12.00 #359400 0777 R03 T10:43 05/17/89 H. EARLE SCHAFER AA CO. CIRCUIT COURT  BL CLERK
4 This financing statement covers the following types (or items) of property:  (1) 1989 Mack Model RW713, VIN# 1M2AY10C4KM004590 with 14' Aluminum Dump Benson Body with Spredder -#89-687		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corp. P.O. Box "A" College Park, Md. 20740
DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.  This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		
Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional sheets presented: 1351674		
Filed with: ANNE ARUNDEL COUNTY		
Emerson <del>X</del> Harless Virginia L. Harless		Baltimore Mack Trucks, Inc.
By: <u>Emerson Harless</u> Signature(s) of Debtor(s)		By: <u>[Signature]</u> Signature(s) of Secured Party(ies)
Virginia L. Harless		
FILING OFFICER COPY-ALPHABETICAL		

603469 Rev 12-80

541 310

277337

<b>This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.</b>		<b>No. of Additional Sheets Presented:</b>										
<b>(1) Debtor(s) (Last Name First) and Address(es):</b> Chartwell Golf & Country Club One Chartwell Drive Severna Park, MD 21146	<b>(2) Secured Party(ies) (Name(s) And Address(es):</b> Melex USA, Inc. 1221 Front Street Raleigh, NC 27609	<p>RECORD FEE 11.00 H359420 C117 R03 T10:50 05/17/89 H. EARLE SCHAFER 44th CIRCUIT COURT</p> <p>For Filing Officer</p>										
<b>(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).</b>	<b>(4) Assignee(s) of Secured Party, Address(es):</b>											
<b>(5) This Financing Statement Covers the Following types [or items] of property.</b> 10 Melex model 252 4-wheel electric golf cars, with sweater baskets, heavy-duty batteries, mud guards and chargers with the following serial numbers: <table><tr><td>181285</td><td>181287</td><td>181290</td><td>181296</td><td>181301</td></tr><tr><td>181286</td><td>181289</td><td>181291</td><td>181300</td><td>181302</td></tr></table> <input type="checkbox"/> Products of the Collateral Are Also Covered. <i>Not Subject to Recordation Tax</i>			181285	181287	181290	181296	181301	181286	181289	181291	181300	181302
181285	181287	181290	181296	181301								
181286	181289	181291	181300	181302								
<b>(6) Signatures: Debtor(s)</b> Chartwell Golf & Country Club  (By)  Standard Form Approved by N.C. Sec. of State and other states shown above.		<b>Secured Party(ies) [or Assignees]</b> Melex USA Inc. (By)  Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)										
(1) Filing Officer Copy - Numerical		UCC-1										



AA

# ABSSCO

Enterprises

10755 York Road, Cockeysville, Maryland 21030-2114 (301) 232-4800

541 311  
277338

## FINANCING STATEMENT

ACCOUNT NO.	20445
LEASE NO.	2884

### SECURED PARTY

NAME AND ADDRESS OF LESSEE		DELIVER TO: (GIVE COMPLETE ADDRESS)
READY TO FINISH FURNITURE, INC.		
8209 Cloverleaf Drive		
Millersville, Maryland 21108		
QUANTITY	DESCRIPTION-MAKE-MODEL	SERIAL #
1	Minolta 3120	365751
EQUIPMENT LEASED		

RECORD FEE 11.00  
RECORD TAX 17.50  
POSTAGE .50  
4559440 0777 R03 110452  
05/17/89

☒ TO BE

RECORDED IN FINANCING STATEMENT

☐ NOT TO BE

☒ SUBJECT TO

☐ NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL/INTEREST  
AMOUNT OF \$ 2500.00  
JUDIT COURT

1. This Financing Statement covers the above described equipment:  
(Describe - attach separate list if necessary).
2. Proceeds of collateral are covered.
3. Products of collateral are not covered.

11.50  
17.50  
FEE 29.00

### DEBTOR(S):

x Allan I Schwartz  
(SIGNATURE OF DEBTOR)  
x Allan H. Schwartz, Pres.  
TYPE OR PRINT

(SIGNATURE OF DEBTOR)

TYPE OR PRINT

### SECURED PARTY:

ABSSCO ENTERPRISES

BY:

(SIGNATURE OF SECURED PARTY)

ALAN I. ELKIN, PRESIDENT  
TYPE OR PRINT (INCLUDE TITLE IF COMPANY)

TO THE FILING OFFICER: After this statement has been recorded, please mail same to:

Name and Address: ABSSCO ENTERPRISES  
10755 York Road  
Cockeysville, Maryland 21030-2114

11/1750-66

10522

277339 **ABSSCO** 541 312  
Enterprises

10755 York Road, Cockeysville, Maryland 21030-2114 (301) 252-4800

FINANCING  
STATEMENT

ACCOUNT NO. 20266  
LEASE NO. 2814

SECURED PARTY

NAME AND ADDRESS OF LESSEE		DELIVER TO (GIVE COMPLETE ADDRESS)
David Cosgrove, T/A H.B. CONSTRUCTION		
116 Defense Highway		
Annapolis, Maryland 21401		
QUANTITY	DESCRIPTION - MAKE - MODEL	SERIAL #
1	Minolta 270	1665903
1	Custom Cabinet	

☒ TO BE  
☐ NOT TO BE

RECORDED IN FINANCING STATEMENT

☒ SUBJECT TO  
☐ NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL  
AMOUNT OF \$ 1500.00

1. This Financing Statement covers the above described equipment:  
(Describe - attach separate list if necessary).
2. Proceeds of collateral are covered.
3. Products of collateral are not covered.

FEES 23.00

DEBTOR(S):

David M. Cosgrove OWNER  
(SIGNATURE OF DEBTOR)  
DAVID M. COSGROVE  
TYPE OR PRINT

(SIGNATURE OF DEBTOR)

TYPE OR PRINT

SECURED PARTY:



RECORD FEE 12.00  
RECORD TAX 10.50  
POSTAGE .50  
#359450 0777 R03 110:54  
05/17/89  
ABSSCO ENTERPRISES  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

BY:

[Signature]  
(SIGNATURE OF SECURED PARTY)

ALAN I. ELKIN, PRESIDENT  
TYPE OR PRINT (INCLUDE TITLE IF COMPANY)

TO THE FILING OFFICER: After this statement has been recorded, please mail same to:

Name and Address: ABSSCO ENTERPRISES  
10755 York Road  
Cockeysville, Maryland 21030-2114

10522

1050.50 WRONG

10.00  
2.00  
.50  
10.50

UNIFORM COMMERCIAL CODE  
Continuation, Termination,  
Release, Assignment, Etc.

541 PAGE 313

Washington Law Reporter Form 1001  
1625 Eye St., N.W., Washington, D.C. 20006

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

☐ TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	.....
Date & Hour	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
File Number of original Financing Statement 252186  
Date of Filing 5/25/84 Record Reference Liber 473, Folio 442  
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
----------------------------------------------------------	-----	--------	------	-------

SPA CREEK YACHT CLUB OF ANNAPOLIS, INC. 428 Fourth Street, Annapolis, Maryland 21403

Name of Secured Party or assignee	No.	Street	City	State
EQUITABLE BANK, N.A.		60 West Street,	Annapolis,	Maryland 21401

CHECK APPLICABLE STATEMENT

- RETURN TO:  
MAX & LONDON, P.A.  
8701 Georgia Avenue, Suite 200  
Silver Spring, Maryland 20910
- ☐ CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- ☒ TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- ☐ RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ☐ ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- ☐ OTHER

RECORD FEE 10.00  
POSTAGE **CK** .50  
#358600 0777 R03 108:36  
05/17/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Debtor(s) or assignor(s)

SPA CREEK YACHT CLUB OF ANNAPOLIS, INC.

EQUITABLE BANK, N.A.

(Seal)

BY:

*Bobby E. Leonard*

*Barbara A. Wykowski*

BOBBY E. LEONARD, PRESIDENT

Signature of Secured Party or Assignee  
Barbara A. Wykowski  
Corporate Banking Officer

(Type or print name under signature)

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

158



136:12/06/88(2)  
AKL85

To Be Recorded Among Financing Statement Records

Amount of \$735.00 paid to the Clerk  
of the Court, Anne Arundel County

*Enter to*  
MARYLAND TITLE COMPANY  
7133 RUTHERFORD ROAD  
BALTIMORE, MD 21207  
(301) 944-7878

BOOK 541 PAGE 314

277340

FINANCING STATEMENT

This Financing Statement evidences and publicizes the lien and provisions of the security agreement from the Debtor to the Secured Party dated MAY 5, 1989 securing a debt in the principal amount of ONE HUNDRED FIVE THOUSAND AND 00/100 Dollars (\$ 105,000.00). All required documentary stamps have been affixed to a Mortgage/Deed of Trust securing this debt which is recorded or intended to be recorded among the Land Records of ANNE ARUNDEL County.

NAME AND ADDRESS OF DEBTOR:

RICKEY B. DOTSON  
PAULA GAIL DOTSON  
8416 NEW CUT ROAD  
SEVERN, MARYLAND 21144

NAME AND ADDRESS OF SECURED PARTY:

Fairfax Mortgage Corporation  
7133 Rutherford Road  
Baltimore, Maryland 21207

RECORD FEE 12.00  
POSTAGE .50  
#356680 0777 R03 109:17  
05/17/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



1. This Financing Statement covers the following items of property:

(a) All fixtures, equipment and machinery now or hereafter located in or upon any interest or estate in the Land, or any part thereof, and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, boilers, tanks, machinery, furnaces, radiators, and all heating, lighting and flood lighting, plumbing, power, water, refrigeration, gas, electric, ventilating, air conditioning, fire protection, maintenance and incineration systems and equipment, switchboards and other communications apparatus, and including all building materials, supplies and equipment now or hereafter delivered to the Land and intended to be installed thereon; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof;

(b) All leases and use agreements of machinery and equipment in the categories set forth in (a), under which Debtor is the lessee of, or entitled to use, such items;

175

(c) All licenses, permits and authorizations from any governmental authority necessary for or appropriate to the operation of the Land or construction thereon of a dwelling;

(d) Any plans and specifications relating to the dwelling to be constructed on the Land and all architectural, engineering and construction contracts relating to the design or construction of said dwelling.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests, and rights are located at, are to become fixtures on, are affixed to, or relate to that parcel of land (and the improvements now or hereafter existing thereon) situated at

ANNE ARUNDEL County, State of  
MARYLAND (the "Land").

DATED: MAY 5, 1989

DEBTOR(S):

Rickey B. Dotson  
DEBTOR RICKEY B. DOTSON

Paula Gail Dotson  
DEBTOR PAULA GAIL DOTSON

541 316

277341

FINANCING STATEMENT - CHATTEL RECORDS

Not to be Recorded in Land Records

Not subject to Recordation Tax

Principal amount of debt secured  
is: \$ 270,000.00

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

1. Debtor:

JOHN VENUTI  
JULIE LOMBARD VENUTI

Address:

1239 West Central Avenue  
Davidsonville, Maryland 21035

2. Secured Party:

MAXIMUM SAVINGS BANK, FSB.

Address:

5530 Wisconsin Avenue  
Suite 1250  
Chevy Chase, MD. 20815

3. Trustees:

J. MARTIN KLINE, JR. and  
R. P. GUDBRANDSEN

Address:

5530 Wisconsin avenue  
Suite 1250  
Chevy Chase, MD. 20815

4. This Financing Statement covers:

(a) All of the right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed, or not; and,

(b) All of the right, title, interest, claim or demand of the Debtor either at law or in equity in and to all construction contracts, architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities

RECORD FEE 14.00  
POSTAGE 1.50  
#152390 C237 R02 T10124  
05/17/89

H. ERLE SCHAFER  
44 CL. CIRCUIT COURT

BL  
CLERK

1400  
30



(c) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and,

(d) All contracts for the sale of the premises hereinafter described; and,

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee(s) named above and recorded or intended to be recorded among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner, as more fully described in "EXHIBIT A", attached hereto and by this reference incorporated herein and as more particularly described in the Deed of Trust hereinabove referenced.

Debtor:

John Venuti  
JOHN VENUTI

Julie Lombard Venuti  
JULIE LOMBARD VENUTI

Secured Party:

MAXIMUM SAVINGS BANK, FSB

BY: Martin Kline  
J. Martin Kline, Jr.  
Title: Vice President

To The Filing Officer:

After this Financing Statement has been recorded, please mail the same to:

Maximum Savings Bank, FSB  
5530 Wisconsin Avenue  
Suite 1250  
Chevy Chase, MD. 20815  
ATTN: Kathleen Flaherty

EXHIBIT "A"

Lot numbered Four (4), in the Subdivision known as CHESTON, PLAT THREE, as per plat recorded in Liber 86 at folio 10, one of the Land Records for Anne Arundel County, Maryland. Containing 18.681 acres, and further as modified per plat recorded in Liber 3509 at folio 554, one of the Land Records for Anne Arundel County, Maryland.

Premises Address: 403 Richardson Court, Harwood, MD. 20776

277342

541 319

TBB/05-09-89  
7985Q

To be recorded  
(1) in the Land Records  
of Anne Arundel County,  
Maryland;  
(2) in the Financing Statement  
Records of Anne Arundel  
County, Maryland; and  
(3) with the Maryland State  
Department of Assessments  
and Taxation

Not subject to recordation  
tax  
Principal amount is  
\$102,000.00

The appropriate amount of documentary stamps are affixed to  
a Deed of Trust and Security Agreement recorded or to be  
recorded among the Land Records of Anne Arundel County,  
Maryland, and given as security for the same loan.

FINANCING STATEMENT

1. Debtors:

ROBERT E. SAUNDERS, JR.  
JUDITH SAUNDERS

Mailing Addresses of Debtors:

384 Yorkshire Lane  
Riva, Maryland 21140

2. Secured Party:

STERLING BANK & TRUST CO.,  
a banking corporation  
organized and existing  
under the law of Maryland,

Address of Secured Party:

111 Water Street  
Baltimore, Maryland 21202

3. This Financing Statement covers all of the right, title  
and interest of any of the Debtors in and to

3.1. All chattels, furniture, fixtures, building  
materials, fittings, furnishings, appliances, apparatus,  
equipment, machinery and all articles of personal property  
of every kind and nature whatsoever now or hereafter locat-  
ed in or upon any interest or estate in the real property  
which is described in Exhibit A hereto or any part thereof  
and used or usable in connection with any present or future  
operation of such real property and now owned or hereafter  
acquired by the Debtor, including, by way of example  
rather than of limitation, all trade and other equipment,  
appliances and fixtures, all heating, lighting, laundry,  
clothes washing, clothes drying, incinerating and power  
equipment, engines, pipes, tanks, motors, conduits, switch-  
boards, plumbing, lifting, cleaning, fire prevention,

BL  
CLERK

RECEIVED FEE 19.00  
POSTAGE .50  
#558810 0345 P01 711104  
05/17/89  
H. ERLE SCHAFER

CIRCUIT COURT



fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such real property.

3.2. All earnings, revenues, rents, issues, profits, security deposits, proceeds of insurance and other income of and from the said real property and other collateral, and all present and future accounts, contract rights, permits, licenses, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtors.

4. The aforesaid items are included as security in a Deed of Trust and Security Agreement of even date herewith given by the Debtors to Arthur L. Silbur and Patricia A. Jenkins, trustees for the Secured Party, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtors to the Secured Party.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said real property consists of all of that real property located in the said County which is more particularly described in the said Deed of Trust and Security Agreement and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtors to the Secured Party as security for the Debtors' Deed of Trust Note of even date herewith, evidencing the Debtors' debt to the Secured Party in the principal sum of \$102,000.00. The Debtors and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtors' performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the

TBB/05-09-89  
7985Q

BOOK 541 PAGE 321

provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

WITNESS:

James P. Nolan  
James P. Nolan

Robert E. Saunders, Jr. (SEAL)  
Judith Saunders (SEAL)  
JUDITH SAUNDERS

THE DEBTORS

Date: May 12, 1989

After filing, please return to Thomas B. Burnside, Esquire,  
Frank, Bernstein, Conaway & Goldman, Suite 700, American  
City Building, Columbia, Maryland 21044. ✓

TBB/05-09-89  
7985Q

BOOK 541 PAGE 322

FINANCING STATEMENT

by

ROBERT E. SAUNDERS, JR. and JUDITH SAUNDERS, Debtors

as security for

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land

BEING KNOWN AND DESIGNATED as Unit Number 586-D as shown on the Plat entitled "College Parkway Place Office Center, A Condominium," which Plat is recorded among the Condominium Plat Records of Anne Arundel County, Maryland, in Plat Book E36, Pages 34, 35 and 36, and pursuant to a Declaration and By-Laws dated November 12, 1987 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4499, Folio 672. The improvements thereon known as 586-D Bellerive Drive, Arnold, Maryland 21012. Together with an undivided interest in and to the common elements described in the said Declaration and By-Laws.



A.A.Co. 11.50

541 323 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

277347  
Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-  
tion tax indicate amount of taxable debt here. \$ NONE

If this statement is to be recorded  
in land records check here. ☐

This financing statement Dated April 28, 1989 is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Sharps Island Yacht Sales

Address 326 First Street, Annapolis, MD 21403

2. SECURED PARTY

Name Farmers National Bank of Maryland

Address 5 Church Circle, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Purchase money security interest in all of the debtor's inventory of new boats now owned  
and hereafter acquired, together with all equipment or other necessities thereunto  
appretaining and belonging now or hereinafter added to or attached to said items of  
inventory and all substitutions and replacements of said items of inventory, equipment  
and necessities, as evidenced by Trust Receipts Inventory Security Agreement dated April 28, 1989.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real  
estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to  
be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Robert W. Hoffman  
(Signature of Debtor)

Robert W. Hoffman VP/Sec.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ross J. Selby  
(Signature of Secured Party)  
Ross J. Selby  
Type or Print Above/Signature on Above Line

H. ERLE SCHAFER  
AN CO. CIRCUIT COURT

RECORD FEE 11.00  
POSTAGE .50

4567000 0055 R01 T12:29  
05/17/89

H. ERLE SCHAFER  
AN CO. CIRCUIT COURT

277345

MARYLAND NATIONAL BANK

# FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records of \_\_\_\_\_
2. ☒ To Be Recorded among the Financing Statement Records of Anne Arundel County
3. ☐ Not subject to Recordation Tax
4. ☒ Recordation Tax has been paid on the principal amount of \$ 400,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s): Woodrow S. Hancock  
Cheryl L. Hancock

Address(es): 98 Somerset Lane  
Severna Park, Maryland 21146



RECORD FEE 12.00  
POSTAGE .50

6. Secured Party: MARYLAND NATIONAL BANK  
Attention: Laura Richardson

Address: Real Estate Industries Group  
~~XXXXXXXXXX~~ 10 Church Circle  
~~XXXXXXXXXX~~ 2nd. Floor  
~~XXXXXXXXXX~~ Annapolis, Maryland 21401  
44 ED. CIRCUIT COURT

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated April 27, 19 89 from Debtor(s) to Margaret Kirmil and Constance Creamer, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):

Woodrow S. Hancock (SEAL)  
Woodrow S. Hancock

Cheryl L. Hancock (SEAL)  
Cheryl L. Hancock

Secured Party:  
MARYLAND NATIONAL BANK

By [Signature] (SEAL)  
Laura R. Richardson, Asst. Vice President  
Type name and title

\_\_\_\_ (SEAL)

\_\_\_\_ (SEAL)

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

1250

BEGINNING for the same at a stone at the end of the fourth line of the land described in the Deed from Thomas E. Biddison and Amy D. Biddison, his wife to George L. Hammerbacher, dated October 21, 1918 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 4, folio 71; thence along the fifth line of the land described in said deed, as now surveyed, South three degrees East two thousand four hundred thirty-nine feet (S 3° 00' E. 2439.00') to a pipe at the end of said fifth line; thence along a portion of the sixth line of the land described in the above mentioned deed, South eighty-two degrees thirty-two minutes West fifty-four and fifty one-hundredths feet (S. 82° degrees 32' W. 54.50') to the center of the public road leading to Cape Sable; thence leaving said sixth line and running along the center line of said public road the following four courses and distances, to wit (1) North thirty-nine degrees West forty-four and thirty-two one-hundredths feet (N. 39° 00' W. 44.32'), (2) North forty-four degrees forty-two minutes thirty seconds West one hundred feet and fifty one-hundredths of a foot (N. 44° 42' 30" W. 100.50'), (3) North forty-six degrees fifty-eight minutes West fifty and forty-nine one-hundredths feet (N. 46° 58' W. 50.49'), and (4) North forty-eight degrees forty seven minutes West one thousand forty and fifty-two one-hundredths feet (N. 48° 47' W. 1040.52') to a pipe in the second line of the land described in the above mentioned deed; thence along a portion of said second line North seven degrees forty-six minutes West one thousand seven hundred twenty-four and twenty-six one-hundredths feet (N. 7° 46' W. 1724.26') to a pipe in the southeasterly line of Lake Shore Drive (30 feet) wide; thence along the southeasterly side of said Drive North forty-seven degrees thirty-four minutes thirty seconds East sixty-six and seventy-two one-hundredths feet (N. 47° 34' 30" E. 66.72') to a pipe at the westerly end of the line of agreement shown on the plat prepared by B.L. Berman, Attorney, April 8, 1946; thence along said line of agreement, North eighty degrees forty-two minutes East nine hundred thirty-two feet (N. 80° 42' E. 932.00) to a pipe in the fourth of the land described in the above mentioned deed; thence along a portion of said fourth line, South twenty degrees forty-five minutes East three hundred six and ninety-eight one-hundredths feet (S. 20° 45' E. 306.98') to the place of beginning. Containing fifty-one and seventy-four one-thousandths acres of land, more or less, (51.074 Acres).

BEING the same lot of ground which by Deed dated May 25, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 931, folio 155, was granted and conveyed by PAUL C. ZAHN and DOROTHY F. ZAHN, his wife to GEORGE J. FARBER and INA PATRICIA FARBER, his wife, the within Grantors.



277346

## FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.☐ TO BE RECORDED IN  
LAND RECORDSThis Financing Statement is presented to a filing officer for filing pursuant to the Uniform  
Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)  
(Last Name First)

No.

Street

City

State

FUTURE CARPETS, INC.  
(Stephen Rosenberg - President)  
(Harriet Rosenberg - Treasurer)170A Penrod Court  
Glen Burnie, MD

Name of Secured Party or assignee

No.

Street

City

State

CACI, INC - FEDERAL, 8286 Willow Oaks Corporate Drive, Fairfax, VA 22031

1. This financing statement covers the following types (or items) of property: (Lists or descrip-  
tions may be on separate sheets firmly attached hereto.) (Describe)All assets, including but not limited to inventory, proceeds, and  
accounts receivable.Michael S. Friedman  
CACI, INC - FEDERAL  
1700 North Moore Street  
Arlington, VA 22209RECORD FEE 11.00  
#359450 CTTT R03 T11:05  
05/17/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

RETURN TO:

(If affixed to realty—state value of each article)

CHECK ☒ THE LINES WHICH APPLY

2. ☐ If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
3. ☐ If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
4. ☒ Proceeds of collateral are also covered: ☐ Products of collateral are also covered:
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ *is not* subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. ~~if subject, the principal amount of the debt is~~

Debtor(s) or assignor(s)

*Stephen Rosenberg President*FUTURE CARPETS, INC. (Seal)  
(Corporate, Trade or Firm Name)*Michael S. Friedman*  
VICE-PRESIDENT

Signature of Secured Party or Assignee

(Type or print name under signature)  
DIRECTOR, LEGAL DIVISION  
CACI, INC. - FEDERAL(Owner, Partner or Officer and Title)  
(Signatures must be in ink)*18-8*

## STATE OF MARYLAND

File in Ann Arundel Co., Maryland 541 327

## UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 276337

RECORDED IN LIBER 537 FOLIO 252 ON Feb. 10, 1989 (DATE)

## 1. DEBTOR

Name FRV Marley Corp.

Address 7900 Governor Richie Highway, Marley Station Mall  
Glen Burnie, MD 21061

## 2. SECURED PARTY

Name Continental Bank N.A. as Agent

Address 231 South LaSalle Street, Chicago, Illinois 60697  
RECORD FEE 12.00  
POSTAGE .50  
#359350 CT/77 R03 11:09  
05/17/89  
LE SCHAFER  
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

BK

## 3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amended as follows:
	Pursuant to a merger the above referenced financing statement has been amended to reflect a change in the Debtor's name to: FRV Stores Corp., the collateral description as described in Exhibit A to the above referenced financing statement has been amended and replaced by Exhibit A attached hereto and incorporated herein.	

By: Philip Kayin, Secretary  
FRV Stores Corp.

Dated

By: M. D. Essly, Vice President  
(Signature of Secured Party)CONTINENTAL BANK N.A. as Agent  
Type or Print Above Name on Above Line 1956

541 PAGE 328

EXHIBIT A TO FINANCING STATEMENT

Said financing statement covers all of the following property of Debtor, whether now or hereafter existing or acquired:

(a) all Accounts Receivable (hereafter defined) and Inventory (hereafter defined) of Debtor;

(b) any and all balances, credits, deposits (general or special, time or demand, provisional or final), accounts or moneys of or in the name of Debtor now or hereafter with the Secured Party or any Bank (hereafter defined) and any and all property of every kind or description of or in the name of Debtor now or hereafter, for any reason or purpose whatsoever, in the possession or control of, or in transit to, the Secured Party or any Bank or agent or bailee for the Secured Party or any Bank,

(c) all Securities (hereafter defined),

(d) all General Intangibles (hereafter defined);

(e) all chattel paper and instruments evidencing any obligation to the Debtor for payment of goods sold or leased or for services rendered;

(f) to the extent related to the property described in clauses (a)-(e) above, all books, correspondence, credit files, records, invoices and other papers and documents, including, without limitation, to the extent so related, all tapes, cards, computer runs, computer programs and other papers and documents in the possession or control of Debtor or any computer bureau from time to time acting for Debtor, and, to the extent so related, all rights in, to and under all policies of insurance, including claims of rights to payments thereunder and proceeds therefrom, including any credit insurance; and

(g) all proceeds and products of any of the foregoing.

Debtor's right to dispose of the collateral is restricted by agreement with Secured Party.

"Accounts Receivable" shall mean any right of Debtor to payment for goods sold or leased or for services rendered, tax refund claims, contract rights relating to the purchase, sale or lease of any item of collateral (including relating to the sale of Accounts Receivables), and including, without limitation, balances owing from any factor.



"General Intangibles" shall mean all personal property of Debtor (including things in action) other than equipment, Inventory and other goods, Accounts Receivable, Securities, chattel paper, documents, instruments and money. General Intangibles shall include, without limitation, inventions, designs, patents, patent applications, trademarks, trademark applications, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, and customer lists, rights to indemnification and rights under warranty.

"Inventory" means any and all of the Debtor's goods the acquisition of which is financed by a letter of credit issued by Secured Party as Agent pursuant to that certain Revolving Credit Agreement dated as of February 9, 1989, among Debtor, Secured Party and the various bank signatories ("the Banks") thereto (including, without limitation, goods in transit) wheresoever located which is or may at any time be held for sale or lease, furnished under any contract of service, or held as raw materials, work in process, or supplies or material used or consumed in the Debtor's business, or which are held for use in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, and all goods the sale or other disposition of which has given rise to an Account Receivable which are returned to and/or repossessed and/or stopped in transit by the Debtor or the Secured Party, or at any time hereafter in the possession or under the control of the Debtor or the Secured Party, or any agent or bailee of either thereof, and all documents of title or other documents representing the same.

"Securities" shall mean investments in stocks, bonds, preferred stock, debentures, obligations of the United States, any State or any governmental agency, commercial paper, certificates of deposit, and any other financial instruments commonly regarded as securities.

Reference is made to the Security Agreement dated as of February 9, 1989 between Debtor and Secured Party for the conditions under which the Secured Party's lien in certain of the Accounts Receivable shall be released from time to time.

277317

UNIFORM COMMERCIAL CODE—  
FINANCING STATEMENTFor Filing Officer Use  
Identifying File No.ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK  
SIGNATURES MUST BE IN INKIf the property described below is a  
fixture so that this statement is to be  
recorded in land records, check  
here ☐If transaction or transactions wholly  
or partially subject to recordation tax  
indicate amount of taxable debt here  
\$ .....

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Name Anthony AND Florence AverellaAddress 340 ALAMEDA PKWY ARNOLD MD 21012  
(Street) (City or County) (State)2. SECURED PARTY Name FANTASEA PoolsAddress 404 King Highway FREDRICKSBURG VA 22405  
(Street) (City or County) (State)3. ASSIGNEE Name Chevy CHASE FSBAddress 7700 OLD GEORGETOWN RD BETHESDA MD 20814  
(Street) (City) (State)RETURN FILING RECEIPT TO Chevy CHASE FSB (ADDRESS ABOVE)RECORD FEE 12.00  
POSTAGE .50  
#359590 0777 R03 T11:13  
05/17/89

4. This financing statement covers the following types (or items) or property: (list)

MAKE (IF AUTO) OF MANUFACTURER	DESCRIPTION	SERIAL NO.	MOTOR NO.	MODEL NO.	FILE YEAR/FER
	SEA LION ABOVE GROUND POOL				AA CO. CIRCUIT COURT

Check ☐ the lines which apply5. ☒ If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to:  
(describe real estate) 340 ALAMEDA PKWY, ARNOLD MD 21012

[Signature] Diane Y. Chiarenza O.M.  
(Signature of Debtor) (Signature of Secured Party)

[Signature] Diane Y. Chiarenza  
(Signature of Debtor) Type or Print Above  
Name on Above Line

FILING OFFICER COPY

6001-9/88

541 PAGE 331 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

277348

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$3288.07

If this statement is to be recorded in land records check here. ☐

This financing statement Dated May 1, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Rita M Grierson  
Address P.O. Box 43, North Beach, MD 20714-0043

2. SECURED PARTY

Name Norwest Financial  
Address 24 B Defense St.  
Annapolis, MD 21401  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/28/92

4. This financing statement covers the following types (or items) of property: (list)

1 CB Radio  
1 Radio  
1 Stereo  
1 Tape Recorder  
1 Television  
1 Video Cassette

Capeting  
Clocks  
Fireplace Equip  
Jewelry  
Lawn Mower  
Luggage  
Rugs  
Typewriters

RECORD FEE 11.00  
RECORD TAX 24.50  
POSTAGE .50  
#350010 C/TT R03 711:47  
05/17/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Rita M. Grierson  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

245050

Tina E. Berger  
(Signature of Secured Party)

Tina E. Berger  
Type or Print Above Signature on Above Line



## FINANCING STATEMENT

File No.

This Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code. RETURN TO SECURED PARTY.

1. DEBTOR(S) and Address(es)	2. SECURED PARTY and Address
Baltimore Mack Trucks, Inc. 610 Nursery Road Linthicum Heights, Maryland 21090	SIGNET BANK/MARYLAND 210 Guilford Avenue Baltimore, Maryland 21202 Attn.: Commercial Finance Division Daniel S. Tritsch, T0503

3. This Financing Statement covers the following types (or items) of property ("Collateral"): All of the property described in subparagraphs A through C below unless one or more boxes are marked; if one or more boxes are marked, "Collateral" includes only the property described next to the box or boxes marked.

☐ A. All of Debtor's present and future accounts, contract rights, receivables, instruments, documents, chattel paper and general intangibles, all rights to the payment of money due or to become due to Debtor for any reason whatsoever, and all right and interest of Debtor in and to all goods returned or repossessed or stopped in transit, the sale, lease or other provision of which gave rise to an account and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

\*☐ B. All of Debtor's present and after-acquired inventory, including raw materials, work in process, finished goods, goods returned or repossessed, goods held for demonstration, marketing or similar purposes and all materials and supplies either held by Debtor for sale, lease or other provision to customers of Debtor or used, useable or consumed in the course of Debtor's business, all property and devices in or on which any of the foregoing is stored or maintained, whether in the possession and control of Debtor or of a third party for the account of Debtor and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

\*Including, but not limited to, all "Mack" trucks and chassis.

☐ C. Other:

4. Proceeds (including insurance proceeds) and products of Collateral are also covered hereunder.

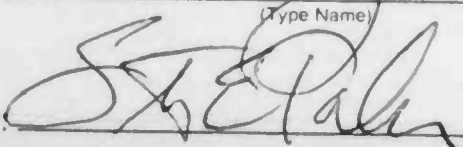
5. This transaction (is) ~~(is not)~~ exempt from the recordation tax. (Md.) Principal amount of debt initially incurred is: \$ N/A

DEBTOR:

SECURED PARTY:

Baltimore Mack Trucks, Inc.  
(Type Name)

By: 

By: 

Daniel S. Tritsch, Commercial Finance Officer  
(Type or print name and title)

Steven E. Parker, President  
(Type or print name and title)

5/8/89  
(Date signed by Debtor)

INSTRUCTIONS: Sign in ink. Type or print other information in ink. Margins are for use of Filing Officer only.

FINANCING STATEMENT

☐ Not subject to recordation tax  
☒ Subject to recordation tax on 68,044.00  
principal amount of \$.....

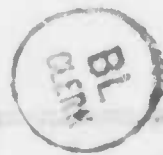
1. Name of Debtor(s): Tidewater Management Group, Inc.  
Address: 2662 Riva Road, Suite 170  
Annapolis, Maryland 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: ~~XXXXXXXXXXXX~~  
~~XXXXXX, Maryland XXXX~~  
111 S. Calvert Street, Suite 2610  
Baltimore, MD 21202

3. This Financing Statement covers the following types (or items) of property:

All assets of corporation

RECORD FEE 11.00  
RECORD TAX 479.50  
POSTAGE .50  
#360140 0777 R03 713:17  
05/17/89



4. Check the statements which apply, if any, and supply the information indicated:

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

☐ (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

☒ Proceeds of the collateral are also covered.  
☒ Products of the collateral are also covered.

Debtor(s): Tidewater Management Group, Inc.

*Daniel L. Linden*  
Daniel L. Linden, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *Raymond J. Ehrlich*  
Raymond J. Ehrlich, Senior Corp. Banking Officer  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

11-  
47950  
150

BOOK 541 PAGE 334

## MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 537 Page No. 277  
Identification No. 276197 Dated 1/30/89

1. Debtor(s) { C & E Electric, Inc.  
Name or Names — Print or Type  
101 S. Hammonds Ferry Road, Glen Burnie, Maryland 21061  
Address — Street No., City - County State Zip Code

2. Secured Party { First National Bank of Maryland  
Name or Names — Print or Type  
40 W. Chesapeake Avenue, Suite 308, Towson, MD 21204  
Address — Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

Debtor's name shall be changed to the following:

M.E. Charney Electrical Contractors, Inc.

RECORD FEE 10.00  
POSTAGE .50  
#360230 CTT7 R03 T13:40  
05/17/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT  
CK

DEBTOR  
C & E Electric, Inc.  
by: Michael E. Charney / President  
(Signature)  
Michael E. Charney, President

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
James D. Drayton / A.V.P.  
(Signature of Loan Officer)  
James D. Drayton, Assistant Vice President  
(Print Name and Title)  
40 W. Chesapeake Avenue, Suite 308, Towson,  
(Address) Maryland 21204

15-8



BOOK 541 PAGE 335

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 537

Page No. 278

Identification No. 276198

Dated 1/30/89

1. Debtor(s) { C & E Electric, Inc.  
Name or Names — Print or Type  
101 S. Hammonds Ferry Road, Glen Burnie, Maryland 21061  
Address — Street No., City - County State Zip Code

2. Secured Party { First National Bank of Maryland  
Name or Names — Print or Type  
40 W. Chesapeake Avenue, Suite 308, Towson, MD 21204  
Address — Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

Debtor's name shall be changed to the following:

M.E. Charney Electrical Contractors, Inc.

RECORD FEE 10.00  
#350240 0777 R03 T13:40  
05/17/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CK

DEBTOR

C & E Electric, Inc.  
by: Michael E. Charney / President  
(Signature)  
Michael E. Charney, President

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND  
James D. Drayton, Assistant Vice President  
(Signature of Loan Officer)  
(Print Name and Title)  
40 W. Chesapeake Avenue, Suite 308, Towson,  
(Address) Maryland 21204

15-

BOOK 541 PAGE 336

MARYLAND FINANCING STATEMENT AMENDMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 516 Page No. 573  
 Identification No. 269331 Dated 8/27/87

1. Debtor(s) { C & E Electric, Inc.  
 Name or Names — Print or Type  
4700 Belle Grove Road, Bay 17, Baltimore, Maryland 21225  
 Address — Street No., City - County State Zip Code

2. Secured Party { First National Bank of Maryland  
 Name or Names — Print or Type  
40 W. Chesapeake Avenue, Suite 308, Towson, MD 21204  
 Address — Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

Debtor's name shall be changed to the following:

M.E. Charney Electrical Contractors, Inc.

RECORD FEE 10.00  
 #360250 CT77 R03 T13:40  
 05/17/89  
 H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT

CK

DEBTOR  
C & E Electric, Inc.  
 by: Michael E. Charney / President  
 (Signature)  
Michael E. Charney, President

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
James D. Drayton A.V.P.  
 (Signature of Loan Officer)  
James D. Drayton, Assistant Vice President  
 (Print Name and Title)  
40 W. Chesapeake Avenue, Suite 308, Towson,  
 (Address) Maryland 21204

15

TO BE RECORDED IN THE FINANCING STATE OF MARYLAND NOT SUBJECT TO RECORDATION TAX  
STATEMENT RECORDS OF ANNE ARUNDEL COUNTY

FINANCING STATEMENT

FORM UCC-1

541

PAGE 337

Identifying File No.

277354

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-  
tion tax indicate amount of taxable debt here. \$

If this statement is to be recorded  
in land records check here. ☐

This financing statement Dated May 4, 1989 is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name CC&F EAST LIMITED PARTNERSHIP

Address c/o Cabot, Cabot & Forbes, 60 State Street, Boston, MA 02109

2. SECURED PARTY

Name LOMAS MORTGAGE USA, INC.

Address 2001 Bryan Tower, Suite 3700, Dallas, Texas 75201

Attn: Short-Term Lending Division

Larry V. Smith, 325 N. St. Paul Street, Suite 3000, Dallas, Texas 75201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Addendum Attached Hereto

Name and address of Assignee

RECORDED FEE 18.00  
POSTAGE .50  
#360320 C777 R03 T13:46  
05/17/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



53852/82372; Lomas 4339

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

See Addendum Attached Hereto

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

1852



Lomas Loan No. 4339  
File No. 53852/82372

ADDENDUM ATTACHED TO UCC-1 FINANCING STATEMENT  
BETWEEN CC&F EAST LIMITED PARTNERSHIP, AS DEBTOR, AND  
LOMAS MORTGAGE, USA, INC., AS SECURED PARTY

Continuation of item 4:

The right to receive any and all payments, property, profits, proceeds and distributions, to which the Debtor is entitled as a general partner of CC&F Anne Arundel Investment Company, a Maryland general partnership (the "Partnership"), pursuant to the General Partnership Agreement dated March 1, 1987, as may be modified or amended from time to time (the "Partnership Agreement"), to the extent, but only to the extent, any of such payments, property, profits, proceeds and distributions are derived from the ownership, operation, management, leasing or disposition of the property described in Exhibit A, attached hereto and made a part hereof.

Signature of Debtor:

CC&F EAST LIMITED PARTNERSHIP,  
a Delaware limited partnership

By: CC&F Investors, Inc.,  
a Delaware corporation,  
sole General Partner

By: Judith W. Rosbe (SEAL)  
Name: Judith W. Rosbe  
Title: VP

After recording, return to:

James G. Prince  
Semmes, Bowen & Semmes  
250 W. Pratt St.  
Baltimore, MD 21201

3/30/89

3/16/89  
Lomas Loan No. 4339  
File No. 53852/82372

## EXHIBIT A

TO FINANCING STATEMENT  
BETWEEN CC&F EAST LIMITED PARTNERSHIP, AS DEBTOR  
AND LOMAS MORTGAGE, USA, INC., AS SECURED PARTY

All that lot or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and which, according to a survey prepared by Greenhorne & O'Mara, Inc., surveyors, dated September 29, 1986, is more particularly described as follows, that is to say:

BEGINNING FOR THE SAME at a point on the northern right of way line of Kembo Road, said point being 36.33 feet left of base line of right of way Station 12+13.00 as shown on State Highway Administration Plat entitled "MD Route 173 Baltimore City Line to Relocated Solley Road," Plat 46817; thence leaving said point and binding on the eastern right of way line of MD Route 173 known as Ft. Smallwood Road, the following courses and distances as shown on Maryland State Highway Administration right of way plats #45081, 45080, and 45079

- 1) North 65° 16' 24" West 101.60 feet to a point; thence
- 2) 467.73 feet along the arc of a curve to the right with a radius of 3,404.05 feet a chord bearing North 09° 18' 27" West a distance of 467.37 feet to a point; thence
- 3) North 01° 09' 05" East 49.15 feet to a point; thence
- 4) 117.10 feet along the arc of a curve to the right with a radius of 3,199.05 feet and a chord bearing of North 03° 12' 05" West a distance of 117.09 feet; thence
- 5) North 02° 09' 10" West 180.16 feet to a point; thence
- 6) North 09° 09' 26" East 50.99 feet to a point; thence
- 7) North 07° 51' 48" West 251.25 feet to a point; thence
- 8) North 02° 09' 10" West 505.29 feet to a point; thence
- 9) North 21° 41' 18" East 107.32 feet to a point; thence
- 10) 155.50 feet along the arc of a curve to the left with a radius of 2,669.79 feet with a chord bearing of North 05° 32' 49" West a distance of 155.48 feet; thence
- 11) North 45° 23' 30" West 65.19 feet to a point; thence
- 12) 329.21 feet along the arc of a curve to the left with a radius of 2929.79 feet a chord bearing of North 11° 15' 58" West a distance of 329.04 feet; thence
- 13) North 14° 29' 07" West 228.09 feet to a point; thence
- 14) North 06° 31' 16" West 100.97 feet to a point; thence
- 15) North 14° 29' 07" West 193.54 feet to a point that intersects the southern boundary line of Baltimore City; thence binding on said line

- 16) South 67° 57' 39" East 1666.83 feet to a concrete monument found; thence
- 17) North 51° 15' 29" East 1193.72 feet to a point that intersects the southern right of way line 400 feet wide of a railroad; thence leaving said Baltimore City line and binding on said railroad right of way line
- 18) South 28° 04' 50" East 1479.60 feet to a point that intersects the northern right of way 80 feet wide of Kembo Road; thence binding on said right of way
- 19) South 59° 43' 49" West 3177.34 feet to the point of beginning.

Containing in all 114.464 acres of land more or less.

Being part of the second parcel of land described in deed recorded in Liber 1183, Folio 418, dated 17 January 1958, from Marley Neck Patapsco Company to Kennecott Refining Corporation, and the same parcel of land described in a deed recorded in Liber 4353, Folio 630, dated 29 April 1987, from Kennecott Mining Corporation (successor by merger to Kennecott Refining Corporation) to Pfandler-Balfour Limited (now known as Standard Holdings Company).

TOGETHER WITH all of the rights, benefits and covenants appurtenant to or affecting the above-described property and derived under those deeds recorded in Liber 1183, Folio 418 and Liber 1183, Folio 424, subject to the terms and covenants contained therein.



STATE OF MARYLAND  
TO BE RECORDED IN THE FINANCING  
STATEMENT RECORDS OF ANNE ARUNDEL COUNTY  
INDEMNITY FINANCING STATEMENT FORM UCC-1

NOT SUBJECT TO RECORDATION TAX.

Identifying File No. 277355

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-  
tion tax indicate amount of taxable debt here. \$

If this statement is to be recorded  
in land records check here. ☐

This financing statement Dated May 4, 1989 is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR / INDEMNITOR

Name CC&F ANNE ARUNDEL INVESTMENT COMPANY  
Address c/o Cabot, Cabot & Forbes, 60 State Street, Boston, Mass. 02109

2. SECURED PARTY

Name LOMAS MORTGAGE USA, INC.  
Address 2001 Bryan Tower, Suite 3700, Dallas, Texas 75201  
Attention: Short Term Lending Division  
Larry V. Smith, 325 N. St. Paul Street, Suite 3000, Dallas, Texas 75201  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All of the items of personal property listed in the  
Schedule attached hereto, owned or hereafter acquired  
by the Debtor/Indemnitor and located on or about or in  
any way pertaining to the improvements constructed or  
to be constructed on the real property in Anne Arundel County, Maryland, as more  
particularly described in Exhibit "A", attached hereto and made a part hereof.  
The Debtor/Indemnitor is the record owner of the real property described in  
Exhibit "A".

53852/82372; Lomas 4339

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real  
estate)

XX (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to  
be affixed to: (describe real estate)

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

XX (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

See Addendum  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECORD FEE 27.00  
POSTAGE .50  
#360330 0777 R03 T13:47  
05/17/89

Name and address of Assignee  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

BL  
CLERK

L&N Loan No. 4339  
File No. 53852/82372

ADDENDUM TO FINANCING STATEMENT  
BETWEEN CC&F ANNE ARUNDEL INVESTMENT COMPANY,  
A MARYLAND GENERAL PARTNERSHIP, AS DEBTOR/INDEMNITOR AND  
LOMAS MORTGAGE USA, INC., AS SECURED PARTY

Debtor/Indemnitor:

CC&F ANNE ARUNDEL INVESTMENT  
COMPANY, a Maryland general  
partnership,

By: CC&F East Limited Partnership,  
a Delaware limited partnership,  
sole general partner

By: CC&F Investors, Inc.,  
a Delaware corporation,  
sole general partner

By: Judith W. Rosbe (SEAL)  
Name: Judith W Rosbe  
Title: VP

After recording, return to:

James G. Prince  
Semmes, Bowen & Semmes  
250 W. Pratt St.  
Baltimore, MD 21201

Last Revision 3/30/89  
L&N Loan No. 4339  
File No. 53852/82372

SCHEDULE OF COLLATERAL COVERED BY FINANCING STATEMENT  
BETWEEN CC&F ANNE ARUNDEL INVESTMENT COMPANY,  
A MARYLAND GENERAL PARTNERSHIP, AS DEBTOR/INDEMNITOR,  
AND LOMAS MORTGAGE USA, INC.,  
AS SECURED PARTY.

All of the following, whether now owned or hereafter acquired by Debtor/Indemnitor (for purposes herein, "Debtor" shall mean "Debtor/Indemnitor"): (a) all improvements now or hereafter attached to or placed, erected, constructed or developed on the Land (the "Land") described in Exhibit A, attached hereto and made a part hereof (the "Improvements"); (b) all equipment, fixtures, furnishings, inventory, and articles of personal property (the "Personal Property") now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which Personal Property is or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Land or Improvements; (c) all water and water rights, timber, crops, and mineral interests pertaining to the Land; (d) all building materials and equipment now or hereafter delivered to and intended to be installed in or on the Land or the Improvements; (e) all plans and specifications for the Improvements; (f) all of Debtor's rights (but not its obligations) under any contracts relating to the Land, the Improvements or the Personal Property; (g) tenants' security deposits, bank accounts established pursuant to Section 4.8 of the Construction Loan Agreement between CC&F East Limited Partnership and Secured Party dated of even date herewith, instruments, notes or chattel paper arising from or by virtue of any transactions relating to the Land, the Improvements or Personal Property; (h) all Debtor's rights (but not its obligations) under any contract rights, commitments, construction contracts and architectural agreements arising from or by virtue of any transactions related to the Land, the Improvements or the Personal Property; (i) all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Land, the Improvements and the Personal Property; (j) all proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements or the Personal Property; (k) all proceeds (including premium refunds) of each policy of insurance relating to the Land, the Improvements or the Personal Property; (l) all proceeds from the taking of any of the Land, the Improvements, the Personal Property or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law; (m) all right, title and interest of Debtor in and to all streets, roads, public places, easements and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land; (n) all of the leases, rents, royalties, bonuses, issues, profits, revenues or other benefits of the Land, the Improvements or the Personal Property, including, without limitation, cash or securities deposited pursuant to leases to secure performance by the lessees of their obligations thereunder; (o) all rights, hereditaments and appurtenances pertaining to the foregoing; (p) all rights, titles, interests and privileges of Debtor under the Agreement between Debtor and Anne Arundel County, Maryland, dated August 28, 1987, regarding the construction and use of a force main, pump station and related appurtenances for sewerage treatment (the "County Agreement"); (q) all rights and privileges of Debtor under the Agreement between Debtor and CSX Realty, Inc., dated August 28, 1987, regarding the



construction and use of a force main, pump station and related appurtenances for sewerage treatment (the "CSX Agreement"); and (r) other interests of every kind and character that Debtor now has or at any time hereafter acquires in and to the Land, Improvements, and Personal Property described herein and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Debtor with respect to such property. If the estate of Debtor in any of the above-described property is a leasehold estate (the "Leasehold Estate"), this financing statement shall cover all additional title, estate, interest, and other rights that may hereafter be acquired by Debtor in the property demised under the lease creating the Leasehold Estate.

3/16/89  
Lomas Loan No. 4339  
File No. 53852/82372

EXHIBIT A

TO FINANCING STATEMENT  
BETWEEN CC&F ANNE ARUNDEL INVESTMENT COMPANY,  
A MARYLAND GENERAL PARTNERSHIP, AS DEBTOR/INDEMNITOR  
AND LOMAS MORTGAGE, USA, INC., AS SECURED PARTY

All that lot or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and which, according to a survey prepared by Greenhorne & O'Mara, Inc., surveyors, dated September 29, 1986, is more particularly described as follows, that is to say:

BEGINNING FOR THE SAME at a point on the northern right of way line of Kembo Road, said point being 36.33 feet left of base line of right of way Station 12+13.00 as shown on State Highway Administration Plat entitled "MD Route 173 Baltimore City Line to Relocated Solley Road," Plat 46817; thence leaving said point and binding on the eastern right of way line of MD Route 173 known as Ft. Smallwood Road, the following courses and distances as shown on Maryland State Highway Administration right of way plats #45081, 45080, and 45079

- 1) North 65° 16' 24" West 101.60 feet to a point; thence
- 2) 467.73 feet along the arc of a curve to the right with a radius of 3,404.05 feet a chord bearing North 09° 18' 27" West a distance of 467.37 feet to a point; thence
- 3) North 01° 09' 05" East 49.15 feet to a point; thence
- 4) 117.10 feet along the arc of a curve to the right with a radius of 3,199.05 feet and a chord bearing of North 03° 12' 05" West a distance of 117.09 feet; thence
- 5) North 02° 09' 10" West 180.16 feet to a point; thence
- 6) North 09° 09' 26" East 50.99 feet to a point; thence
- 7) North 07° 51' 48" West 251.25 feet to a point; thence
- 8) North 02° 09' 10" West 505.29 feet to a point; thence
- 9) North 21° 41' 18" East 107.32 feet to a point; thence
- 10) 155.50 feet along the arc of a curve to the left with a radius of 2,669.79 feet with a chord bearing of North 05° 32' 49" West a distance of 155.48 feet; thence
- 11) North 45° 23' 30" West 65.19 feet to a point; thence
- 12) 329.21 feet along the arc of a curve to the left with a radius of 2929.79 feet a chord bearing of North 11° 15' 58" West a distance of 329.04 feet; thence
- 13) North 14° 29' 07" West 228.09 feet to a point; thence
- 14) North 06° 31' 16" West 100.97 feet to a point; thence
- 15) North 14° 29' 07" West 193.54 feet to a point that intersects the southern boundary line of Baltimore City; thence binding on said line

- 16) South 67° 57' 39" East 1666.83 feet to a concrete monument found; thence
- 17) North 51° 15' 29" East 1193.72 feet to a point that intersects the southern right of way line 400 feet wide of a railroad; thence leaving said Baltimore City line and binding on said railroad right of way line
- 18) South 28° 04' 50" East 1479.60 feet to a point that intersects the northern right of way 80 feet wide of Kembo Road; thence binding on said right of way
- 19) South 59° 43' 49" West 3177.34 feet to the point of beginning.

Containing in all 114.464 acres of land more or less.

Being part of the second parcel of land described in deed recorded in Liber 1183, Folio 418, dated 17 January 1958, from Marley Neck Patapsco Company to Kennecott Refining Corporation, and the same parcel of land described in a deed recorded in Liber 4353, Folio 630, dated 29 April 1987, from Kennecott Mining Corporation (successor by merger to Kennecott Refining Corporation) to Pfandler-Balfour Limited (now known as Standard Holdings Company).

TOGETHER WITH all of the rights, benefits and covenants appurtenant to or affecting the above-described property and derived under those deeds recorded in Liber 1183, Folio 418 and Liber 1183, Folio 424, subject to the terms and covenants contained therein.



TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY STATE OF MARYLAND NOT SUBJECT TO RECORDATION TAX.

INDEMNITY FINANCING STATEMENT FORM UCC-1

Identifying File No. 277356

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated May 4, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR/INDEMNITOR

Name CC&F ANNE ARUNDEL INVESTMENT COMPANY  
Address c/o Cabot, Cabot & Forbes, 60 State Street, Boston, MA 02109

2. SECURED PARTY

Name LOMAS MORTGAGE USA, INC.  
2001 Bryan Tower, Suite 3700, Dallas, Texas 75201  
Address Attn: Short Term Lending Division  
Larry V. Smith, 325 N. St. Paul Street, Suite 3000, Dallas, Texas 75201  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All of the items of personal property listed in the Schedule attached hereto, owned or hereafter acquired by the Debtor/Indemnitor and located on or about or in any way pertaining to the improvements constructed or to be constructed on the real property in Anne Arundel County, Maryland, as more particularly described in Exhibit "A", attached hereto and made a part hereof. The Debtor/Indemnitor is the record owner of the real property in Exhibit "A".

Name and address of Assignee

53852/82372; Lomas Loan No. 4338

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

SEE ADDENDUM ATTACHED HERETO

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

277356

541 348

Lomas Loan No. 4338  
File No. 53852/82371

ADDENDUM TO FINANCING STATEMENT  
BETWEEN CC&F ANNE ARUNDEL INVESTMENT COMPANY,  
A MARYLAND GENERAL PARTNERSHIP, AS DEBTOR/INDEMNITOR AND  
LOMAS MORTGAGE USA, INC., AS SECURED PARTY

Debtor/Indemnitor:

CC&F ANNE ARUNDEL INVESTMENT  
COMPANY, a Maryland general  
partnership,

By: CC&F East Limited Partnership,  
a Delaware limited partnership,  
sole general partner

By: CC&F Investors, Inc.,  
a Delaware corporation,  
sole general partner

By: *James W. Prince* (SEAL)  
Name: James W. Prince  
Title: Vice President

After recording, return to:

James G. Prince  
Semmes, Bowen & Semmes  
250 W. Pratt St.  
Baltimore, MD 21201

L&N Loan No. 4338  
File No. 53852/82371

SCHEDULE OF COLLATERAL COVERED BY FINANCING STATEMENT  
BETWEEN CC&F ANNE ARUNDEL INVESTMENT COMPANY,  
A MARYLAND GENERAL PARTNERSHIP, AS DEBTOR/INDEMNITOR,  
AND LOMAS MORTGAGE USA, INC.,  
AS SECURED PARTY.

All of the following, whether now owned or hereafter acquired by Debtor/Indemnitor (for purposes herein, "Debtor" shall mean "Debtor/Indemnitor"): (a) all improvements now or hereafter attached to or placed, erected, constructed or developed on the Land (the "Land") described in Exhibit A, attached hereto and made a part hereof (the "Improvements"); (b) all equipment, fixtures, furnishings, inventory, and articles of personal property (the "Personal Property") now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which Personal Property is or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Land or Improvements; (c) all water and water rights, timber, crops, and mineral interests pertaining to the Land; (d) all building materials and equipment now or hereafter delivered to and intended to be installed in or on the Land or the Improvements; (e) all plans and specifications for the Improvements; (f) all of Debtor's rights (but not its obligations) under any contracts relating to the Land, the Improvements or the Personal Property; (g) tenants' security deposits, bank accounts established pursuant to Section 4.8 of the Construction Loan Agreement between CC&F East Limited Partnership and Secured Party dated of even date herewith, instruments, notes or chattel paper arising from or by virtue of any transactions relating to the Land, the Improvements or Personal Property; (h) all Debtor's rights (but not its obligations) under any contract rights, commitments, construction contracts and architectural agreements arising from or by virtue of any transactions related to the Land, the Improvements or the Personal Property; (i) all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Land, the Improvements and the Personal Property; (j) all proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements or the Personal Property; (k) all proceeds (including premium refunds) of each policy of insurance relating to the Land, the Improvements or the Personal Property; (l) all proceeds from the taking of any of the Land, the Improvements, the Personal Property or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law; (m) all right, title and interest of Debtor in and to all streets, roads, public places, easements and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land; (n) all of the leases, rents, royalties, bonuses, issues, profits, revenues or other benefits of the Land, the Improvements or the Personal Property, including, without limitation, cash or securities deposited pursuant to leases to secure performance by the lessees of their obligations thereunder; (o) all rights, hereditaments and appurtenances pertaining to the foregoing; (p) all rights, titles, interests and privileges of Debtor under the Agreement between Debtor and Anne Arundel County, Maryland, dated August 28, 1987, regarding the construction and use of a force main, pump station and related appurtenances for sewerage treatment (the "County Agreement"); (q) all rights and privileges of Debtor under the Agreement between Debtor and CSX Realty, Inc., dated August 28, 1987, regarding the construction and use of a force main, pump station and related appurtenances for sewerage treatment (the "CSX Agreement"); and



(r) other interests of every kind and character that Debtor now has or at any time hereafter acquires in and to the Land, Improvements, and Personal Property described herein and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Debtor with respect to such property. If the estate of Debtor in any of the above-described property is a leasehold estate (the "Leasehold Estate"), this financing statement shall cover all additional title, estate, interest, and other rights that may hereafter be acquired by Debtor in the property demised under the lease creating the Leasehold Estate.

## EXHIBIT A

TO FINANCING STATEMENT  
BETWEEN CC&F ANNE ARUNDEL INVESTMENT COMPANY,  
A MARYLAND GENERAL PARTNERSHIP, AS DEBTOR/INDEMNITOR  
AND LOMAS MORTGAGE, USA, INC., AS SECURED PARTY

All that lot or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and which, according to a survey prepared by Greenhorne & O'Mara, Inc., surveyors, dated September 29, 1986, is more particularly described as follows, that is to say:

BEGINNING FOR THE SAME at a point on the northern right of way line of Kembo Road, said point being 36.33 feet left of base line of right of way Station 12+13.00 as shown on State Highway Administration Plat entitled "MD Route 173 Baltimore City Line to Relocated Solley Road," Plat 46817; thence leaving said point and binding on the eastern right of way line of MD Route 173 known as Ft. Smallwood Road, the following courses and distances as shown on Maryland State Highway Administration right of way plats #45081, 45080, and 45079

- 1) North 65° 16' 24" West 101.60 feet to a point; thence
- 2) 467.73 feet along the arc of a curve to the right with a radius of 3,404.05 feet a chord bearing North 09° 18' 27" West a distance of 467.37 feet to a point; thence
- 3) North 01° 09' 05" East 49.15 feet to a point; thence
- 4) 117.10 feet along the arc of a curve to the right with a radius of 3,199.05 feet and a chord bearing of North 03° 12' 05" West a distance of 117.09 feet; thence
- 5) North 02° 09' 10" West 180.16 feet to a point; thence
- 6) North 09° 09' 26" East 50.99 feet to a point; thence
- 7) North 07° 51' 48" West 251.25 feet to a point; thence
- 8) North 02° 09' 10" West 505.29 feet to a point; thence
- 9) North 21° 41' 18" East 107.32 feet to a point; thence
- 10) 155.50 feet along the arc of a curve to the left with a radius of 2,669.79 feet with a chord bearing of North 05° 32' 49" West a distance of 155.48 feet; thence
- 11) North 45° 23' 30" West 65.19 feet to a point; thence
- 12) 329.21 feet along the arc of a curve to the left with a radius of 2929.79 feet a chord bearing of North 11° 15' 58" West a distance of 329.04 feet; thence
- 13) North 14° 29' 07" West 228.09 feet to a point; thence
- 14) North 06° 31' 16" West 100.97 feet to a point; thence
- 15) North 14° 29' 07" West 193.54 feet to a point that intersects the southern boundary line of Baltimore City; thence binding on said line

- 16) South 67° 57' 39" East 1666.83 feet to a concrete monument found; thence
- 17) North 51° 15' 29" East 1193.72 feet to a point that intersects the southern right of way line 400 feet wide of a railroad; thence leaving said Baltimore City line and binding on said railroad right of way line
- 18) South 28° 04' 50" East 1479.60 feet to a point that intersects the northern right of way 80 feet wide of Kembo Road; thence binding on said right of way
- 19) South 59° 43' 49" West 3177.34 feet to the point of beginning.

Containing in all 114.464 acres of land more or less.

Being part of the second parcel of land described in deed recorded in Liber 1183, Folio 418, dated 17 January 1958, from Marley Neck Patapsco Company to Kennecott Refining Corporation, and the same parcel of land described in a deed recorded in Liber 4353, Folio 630, dated 29 April 1987, from Kennecott Mining Corporation (successor by merger to Kennecott Refining Corporation) to Pfandler-Balfour Limited (now known as Standard Holdings Company).

TOGETHER WITH all of the rights, benefits and covenants appurtenant to or affecting the above-described property and derived under those deeds recorded in Liber 1183, Folio 418 and Liber 1183, Folio 424, subject to the terms and covenants contained therein.



TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

53852/82371; 4338  
NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT FORM UCC-1

Identifying File No. 277357

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated May 4, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CC&F EAST LIMITED PARTNERSHIP

Address c/o Cabot, Cabot & Forbes, 60 State Street, Boston, MA 02109

2. SECURED PARTY

Name LOMAS MORTGAGE USA, INC.

Address 2001 Bryan Tower, Suite 3700, Dallas, Texas 75201

Attn: Short Term Lending Division  
Larry V. Smith, 325 N. St. Paul Street, Suite 3000, Dallas, Texas 75201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

SEE ADDENDUM ATTACHED HERETO

Name and address of Assignee

RECORD FEE 18.00  
POSTAGE .50  
#360370 0777 R03 T13:50  
05/17/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

SEE ADDENDUM ATTACHED HERETO

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

1850

ADDENDUM ATTACHED TO UCC-1 FINANCING STATEMENT  
BETWEEN CC&F EAST LIMITED PARTNERSHIP, AS DEBTOR, AND  
LOMAS MORTGAGE, USA, INC., AS SECURED PARTY

Continuation of item 4:

The right to receive any and all payments, property, profits, proceeds and distributions, to which the Debtor is entitled as a general partner of CC&F Anne Arundel Investment Company, a Maryland general partnership (the "Partnership"), pursuant to the General Partnership Agreement dated March 1, 1987, as may be modified or amended from time to time (the "Partnership Agreement"), to the extent, but only to the extent, any of such payments, property, profits, proceeds and distributions are derived from the ownership, operation, management, leasing or disposition of the property described in Exhibit A, attached hereto and made a part hereof.

Signature of Debtor:

CC&F EAST LIMITED PARTNERSHIP,  
a Delaware limited partnership

By: CC&F Investors, Inc.,  
a Delaware corporation,  
sole General Partner

By: Idith W. Rosbe (SEAL)  
Name: Idith W. Rosbe  
Title: Vice President

After recording, return to:

James G. Prince  
Semmes, Bowen & Semmes  
250 W. Pratt St.  
Baltimore, MD 21201

4/18/89

Lomas Loan No. 4338  
File No. 53852/82371

## EXHIBIT A

TO FINANCING STATEMENT  
BETWEEN CC&F EAST LIMITED PARTNERSHIP,  
AS DEBTOR  
AND LOMAS MORTGAGE, USA, INC., AS SECURED PARTY

All that lot or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and which, according to a survey prepared by Greenhorne & O'Mara, Inc., surveyors, dated September 29, 1986, is more particularly described as follows, that is to say:

BEGINNING FOR THE SAME at a point on the northern right of way line of Kembo Road, said point being 36.33 feet left of base line of right of way Station 12+13.00 as shown on State Highway Administration Plat entitled "MD Route 173 Baltimore City Line to Relocated Solley Road," Plat 46817; thence leaving said point and binding on the eastern right of way line of MD Route 173 known as Ft. Smallwood Road, the following courses and distances as shown on Maryland State Highway Administration right of way plats #45081, 45080, and 45079

- 1) North 65° 16' 24" West 101.60 feet to a point; thence
- 2) 467.73 feet along the arc of a curve to the right with a radius of 3,404.05 feet a chord bearing North 09° 18' 27" West a distance of 467.37 feet to a point; thence
- 3) North 01° 09' 05" East 49.15 feet to a point; thence
- 4) 117.10 feet along the arc of a curve to the right with a radius of 3,199.05 feet and a chord bearing of North 03° 12' 05" West a distance of 117.09 feet; thence
- 5) North 02° 09' 10" West 180.16 feet to a point; thence
- 6) North 09° 09' 26" East 50.99 feet to a point; thence
- 7) North 07° 51' 48" West 251.25 feet to a point; thence
- 8) North 02° 09' 10" West 505.29 feet to a point; thence
- 9) North 21° 41' 18" East 107.32 feet to a point; thence
- 10) 155.50 feet along the arc of a curve to the left with a radius of 2,669.79 feet with a chord bearing of North 05° 32' 49" West a distance of 155.48 feet; thence
- 11) North 45° 23' 30" West 65.19 feet to a point; thence
- 12) 329.21 feet along the arc of a curve to the left with a radius of 2929.79 feet a chord bearing of North 11° 15' 58" West a distance of 329.04 feet; thence
- 13) North 14° 29' 07" West 228.09 feet to a point; thence
- 14) North 06° 31' 16" West 100.97 feet to a point; thence
- 15) North 14° 29' 07" West 193.54 feet to a point that intersects the southern boundary line of Baltimore City; thence binding on said line
- 16) South 67° 57' 39" East 1666.83 feet to a concrete monument found; thence



- 17) North 51° 15' 29" East 1193.72 feet to a point that intersects the southern right of way line 400 feet wide of a railroad; thence leaving said Baltimore City line and binding on said railroad right of way line
- 18) South 28° 04' 50" East 1479.60 feet to a point that intersects the northern right of way 80 feet wide of Kembo Road; thence binding on said right of way
- 19) South 59° 43' 49" West 3177.34 feet to the point of beginning.

Containing in all 114.464 acres of land more or less.

Being part of the second parcel of land described in deed recorded in Liber 1183, Folio 418, dated 17 January 1958, from Marley Neck Patapsco Company to Kennecott Refining Corporation, and the same parcel of land described in a deed recorded in Liber 4353, Folio 630, dated 29 April 1987, from Kennecott Mining Corporation (successor by merger to Kennecott Refining Corporation) to Pfandler-Balfour Limited (now known as Standard Holdings Company).

TOGETHER WITH all of the rights, benefits and covenants appurtenant to or affecting the above-described property and derived under those deeds recorded in Liber 1183, Folio 418 and Liber 1183, Folio 424, subject to the terms and covenants contained therein.

541 357

277358

[ X ] Anne Arundel County Chattel  
Records

FINANCING STATEMENT

1. Debtor: Joseph A. DeCesairs and Donna M. DeCesaris  
Address: 6366 Fieldcrest Ct.  
Dunkirk, Md.
2. Secured Party: The Riggs National Bank of Maryland  
5515 Security Lane  
Rockville, Md. 20852
3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the real estate hereinafter described ("Real Estate") or any part thereof and now owned or hereafter acquired by Debtor and all fixtures and equipment including but not limited to all gas and electric fixtures, engines, radiators, heaters, air conditioners, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing, heating and cooling fixtures, mantels, refrigerating plant mechanical or otherwise, cooking appurtenances, shades awning, screens and blinds, and all other appliances and equipment (including but not limited to refrigerators, dishwashers, trash compactors, washing machines, dryers, disposal systems, stoves and ovens) which are now owned or hereafter acquired by the Debtor for use or installation in on or about the Real Estate or any portion thereof but excluding any personality which is not affixed to the Real Estate and which is not in any way related to the operation of the Real Estate; and

Return To: The Riggs National Bank of Maryland  
5515 Security Lane  
Rockville, Maryland 20852

RECORD FEE 19.00

POSTAGE .50

MS28050 0055 R01 T09134

05/18/85



H. ENLE SCHAFER

AA CO. CIRCUIT COURT

1900  
50

(b) all accounts receivable (accounts) in respect of any and all leases executed by the Debtor, as Lessor, on any part or parcel of the described Real Estate and the improvements located thereon, whether said accounts receivable are in existence or are hereafter created and the proceeds thereof; and

(c) and all leases executed by Debtor, as Lessor, of any part or parcel of the described Real Estate and the improvements located thereon, whether said contract rights are in existence or created hereafter and the proceeds thereof; and

(d) all building permits, sewer and water taps, building materials and equipment wherever located now owned or hereafter acquired for installation on the Real Estate; and

(e) all contract rights and accounts receivable (accounts) and general intangibles in respect of or in any wise relating to the Real Estate or any part thereof including, but not limited to all sales contract or option contract deposits or payments relating to the Real Estate or any part hereof, all water and taps and permits for construction of any improvements on the Real Estate; and

(f) all Plat Plans, Site Plans, Subdivision Plat and all other plans and specifications now or hereafter prepared (or revised) relating to the Real Estate; and

(g) all insurance proceeds and condemnation awards now or hereafter acquired by Debtor received in connection with the Real Estate.

4. Proceeds and products of collateral are covered hereunder.

5. The Real Estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and more particularly described in Schedule "A" attached hereto and made a part hereof.

6. This Financing Statement is not subject to recordation taxes



imposed by Section 12-102, Tax Property, Annotated Code of Maryland (1986).

DEBTOR:

  
JOSEPH A. DeCESARIS

  
DONNA M. DeCESARIS

SCHEDULE "A"

(Legal Description of Premises)

Lot numbered Nine (9), Section numbered Two (2), in the subdivision known as "PORTLAND MANOR" as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 113, Plat No. 44 and re-recorded in Plat Book 117, Plat No. 32.

WILLIAM M. SIMMONS  
ATTORNEY AT LAW  
135 GORMAN STREET  
P. O. BOX 2266  
ANNAPOLIS, MD 21404

File: 5706  
Shakle

Please Return

BOOK 541 PAGE 361

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. \_\_\_\_\_ Page No. Book 534 Page 429  
Identification No. 225379 Dated November 16, 1988

1. Debtor(s) { Act 11 Homes  
Name or Names—Print or Type  
20 Hammonds Lane Baltimore MD 21225  
Address—Street No., City - County State Zip Code

2. Secured Party { Sterling Bank and Trust Company  
Name or Names—Print or Type  
111 Water Street Baltimore MD 21202  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) August 1, 1989

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00  
POSTAGE .50  
#454190 C237 R02 T10:10  
05/18/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



Dated: May 16, 1989  
\_\_\_\_\_  
Sterling Bank and Trust Company  
Name of Secured Party  
Patricia A. Jenkins  
Signature of Secured Party  
\_\_\_\_\_  
Patricia A. Jenkins, Senior Vice President  
Type or Print (Include Title if Company)

10<sup>00</sup>



BOOK

541 PAGE 362

STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

Identifying File No.

277360

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here. ☐

This financing statement Dated May 15, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Miller &amp; Halpern, Architects

Address 703 Giddings Ave, Suite U-1, Annapolis, MD 21401

## 2. SECURED PARTY

Name Bay National Bank

Address 2661 Riva Road, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any)

## 4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

RECORD FEE 11.00  
POSTAGE .50

- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

#568090 C345 R01 T10:20  
05/18/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)

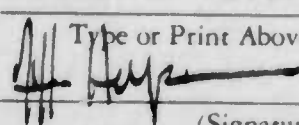
Miller &amp; Halpern, Architects



(Signature of Debtor)

Peter B. Miller, Partner

Type or Print Above Name on Above Line

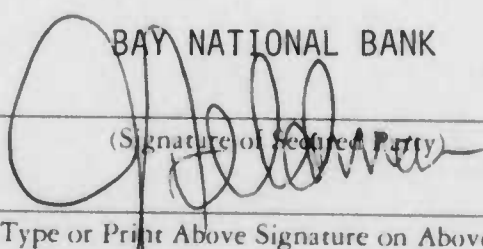


(Signature of Debtor)

Jeffrey H. Halpern, Partner

Type or Print Above Signature on Above Line

BAY NATIONAL BANK

  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

FINANCING STATEMENT

1.        To Be Recorded in the Land Records.
2.   /   To Be Recorded among the Financing Statement Records.
3.   X   Not subject to Recordation Tax.
4.        Subject to Recordation Tax on an initial debt in the principal amount of                     . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of                     .

5.	Debtor's Name	Address
	Fred Pritt II Investments, Inc., a Maryland corporation	2 Evergreen Road Severna Park, MD 21146

6.	Secured Party	Address
	First Annapolis Savings Bank, FSB	1832 George Avenue Annapolis, MD 21401

7. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

All of the machines, apparatus, equipment, fixtures and articles of personal property of the Debtor, both now owned and hereafter acquired which are located on the real property described in Exhibit A attached hereto and incorporated herein by reference, or in any improvements thereon, whether now affixed or to be affixed thereto, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now or hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

DEBTOR:

Fred Pritt II Investments, Inc.,  
a Maryland corporation

By:

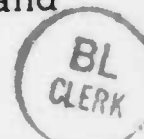
*Fred Pritt II*  
Fred Pritt, II, President

Address where Collateral  
will be located:

1307 Lloyd Court  
Anne Arundel County, Maryland

Mr. Clerk: Please return to M. Willson Offutt, IV, Esq.,  
Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral  
Street, P.O. Box 868, Annapolis, Maryland 21404.

a:42229.fs  
ff#83



RECORD FEE 11.00

POSTAGE .50

#295020 0055 R04 T11:50

05/18/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot 52, Section 2 as described on a Plat entitled, "HERITAGE" duly recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 32, folio 56.

BEING the same property described in a Deed of even date herewith from Dennis W. Baker and Linda K. G. Baker to Fred Pritt II Investments, Inc., a Maryland corporation, recorded or intended to be recorded immediately prior hereto among the aforesaid Land Records.



# FINANCING STATEMENT

BOOK 541 PAGE 365

151081 152081  
H-380

☒ Not subject to recordation tax  
☐ Subject to recordation tax on principal amount of \$.....

277362

1. Name of Debtor(s): SHERMAN L. NEWTON  
Address: 306 Magothy Beach Rd.  
Pasadena, MD. 21122

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: ~~7984 Crain Highway~~  
~~Glen Burnie, MD. 21061~~  
7984 Crain Highway  
Glen Burnie, MD. 21061

3. This Financing Statement covers the following types (or items) of property:  
  
SEE ATTACHED LISTING

4. Check the statements which apply, if any, and supply the information indicated:

RECORD FEE 12.00  
POSTAGE .50

☐ (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

#295030 0055 R04 T15:20



05/18/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

☒ Proceeds of the collateral are also covered.  
☐ Products of the collateral are also covered.

Debtor(s): Sherman L. Newton  
*Sherman L. Newton*  
.....  
.....  
.....

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
By: *Denise Sutton*  
Denise Sutton, Branch Manager  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

ATLAS REFRIGERATION, INC.  
376 Marley Neck Road  
GLEN BURNIE, MARYLAND 21061

(301) 768-2325

SOLD TO: Sherman Newton  
Tim Hutchins

151081  
541 366 No 1636

CUSTOMER ORDER NO. DATE Aug 10, 198  
TAX EXEMPT NO. SALES PERSON  
SHIP TO: D & B GROCERY  
306 Magothy Beach Road

TERMS \$10,000 down and balance at time of delivery

CASH	CHARGE	COD	MOSE RET'D	PAID OUT	SHIP VIA	FOB POINT	QUANTITY	STOCK NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
X											
							1	N/A	SS 60" DELI TABLE	\$240.00	\$240.00
							2	N/A	SS 48" DELI RACKS	\$125.00	\$250.00
							1	#C1F S#74139	8X10 VULCAN WALKIN COOLER	\$4800.00	\$4800.00
							3	N/A	SS DUNAGE RACKS	\$100.00	\$300.00
							1	C7709	48" DOUBLE DOOR EVANS DISPLAY FREEZER	\$3500.00	\$3500.00
							2	C7711	8' SS SELF CONTAINED EVANS DELI CASES WITH 6' OAK	\$5200.00	\$10400.00
								C7712	CUTTING BOARDS AND FULL SALAD PANS		
							1	SN 80A-52548	30lb. ESI DIGITAL SCALE	\$1195.00	\$1195.00
							1	SN 7059	1 HP TOLEADO MEAT GRINDER MODEL# 5120-0-009	\$750.00	\$750.00
							1	S#408148	GLOBE COMMERCIAL MEAT SLICER MODEL # 400	\$1200.00	\$1200.00
							1	#703-176	HOBART HOT MEAT WRAPPING STAND	\$395.00	\$395.00
							4	N/A	HIGHBOYS SS MEAT RACKS	\$200.00	\$800.00
							1	N/A	SS 3-WAY SINK	\$800.00	\$800.00
							1	N/A	SS MEAT CUTTING TABLE W/CUTTING TOPS	\$280.00	\$280.00
							1	N/A	8' SS DELI TABLE	\$395.00	\$395.00
							1	SN# 4207730	CASH REGISTER CASIO 2124ER	\$400.00	\$400.00
							1	N/A	BALLEY 5' SELF CONTAINED DELI CASE	\$1200.00	\$1200.00
							52'	N/A	DOUBLE SIDED 4 SHELF SHELFING \$80.00 per 4'	\$80.00	\$1040.00
							1	#SB-60-50	CLAWSON SNOWBALL MACHINE	\$350.00	\$350.00
							2	#BAM20	BEVERAGE AIR CO MARKETEER COOLER	\$1200.00	\$2400.00
							1	MT-27	BEVERAGE AIR COOLER	\$900.00	\$900.00
							1	N/A	TRUE DOUBLE DOOR DISPLAY COOLERS	\$1800.00	\$1800.00
							1	#AMG-84-2	7' KELVINATOR ICECREAM FREEZER	\$1200.00	\$1200.00
							1	#78644	HOBART COMMERCIAL MEAT SLICER	\$1100.00	\$1100.00
							1				

RECEIVED BY

TOTAL

ATLAS REFRIGERATION, INC.  
376 Marley Neck Road  
GLEN BURNIE, MARYLAND 21061

BOOK 541 PAGE 367

151081  
#380

No 1636

(301) 768-2325

SOLD TO:

CUSTOMER ORDER NO

DATE

TAX EXEMPT NO

SHIP TO:

TERMS

CASH	CHARGE	COD	MOSE RET D	PAID OUT	SHIP VIA	FOB POINT		
QUANTITY	STOCK NUMBER	DESCRIPTION				UNIT PRICE	AMOUNT	
1	N/A	SCOTSMAN ICEMACHINE				\$700. 00	\$700. 00	
1	N/A	SANYO DIGITAL CASH REGISTER				\$295. 00	\$295. 00	
1	N/A	6' SS 3-WAY SINK				\$200. 00	\$200. 00	
1	N/A	2HP COMPRESSOR AND WALK-IN COOLER				\$1200. 00	\$1200. 00	
1	N/A	8' SELF CONTAINED DELI CASE				\$1435. 00	\$1435. 00	
TOTAL INVOICE							\$39525. 00	

Total Cost

Loan for \$29 M

Borrowers Down Payment

of \$10,525

MGR

RECEIVED BY

TOTAL

Total Cost  
Low for #29 M  
Bonuses Down Payment  
of \$10,525  
MGT



541 PAGE 368

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

☐ TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use

File No. \_\_\_\_\_

Date &  
Hour \_\_\_\_\_

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Date of Filing  
Maturity Date (if any)

Record Reference Liber 369, folio 118

<u>Name(s) of Debtor(s) or Assignor(s)</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
South Shore Development Company, Incorporated			Millersville	Maryland

RECORD FEE 10.00  
FILING FEE .50  
RECEIVED 0345 PM 11/14/89

<u>Name of Secured Party of Assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION	25	West Fayette St.	Baltimore	Maryland

05/18/89

CHECK APPLICABLE STATEMENT

☐ CONTINUATION  
The original Financing Statement identified above by file number is still effective.

☒ TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claim a security interest under the financing statement.

☐ RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.

☐ ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

☐ OTHER

VERMONT FEDERAL SAVINGS AND  
LOAN ASSOCIATION

Debtor (s) or Assignor (s)

\_\_\_\_\_  
\_\_\_\_\_

(Type or print name under signature)

\_\_\_\_\_  
(Corporate, Trade or Firm Name)  
By: Elizabeth L. Jackson (SEAL)  
Signature of Secured Party of Assignee

Elizabeth L. Jackson, Vice President  
(Owner, Partner or Officer and Title)  
(Signature must be in ink)

May 12, 1989

COMMONWEALTH LAND TITLE INS. CO.  
SUITE 1524, THE WORLD TRADE CENTER  
BALTIMORE, MARYLAND 21202  
1890353

Recordation tax in the amount of \$468.60 was paid to the State Department of Assessments and Taxation on 5/18/89.

541 PAGE 369  
FINANCING STATEMENT

STATE OF MARYLAND

FORM UCC-1

SENT/Anne Arundel

Identifying File No. 277863

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 141,968.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

MUSIC & ARTS CENTER, INC.

Name Severna Park Mall, 575 Ritchie Hwy., Severna Park, MD 21146 AND

Address 12312 Wilkins Avenue, Rockville, Maryland 20852

2. SECURED PARTY

Name CITIZENS BANK & TRUST COMPANY OF MARYLAND

6410 Rockledge Drive

Address Bethesda, Maryland 20817

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All of the debtor's property as more particularly described on the attached Schedule A, including, without limitation, all of debtor's right, title and interest in and to all Receivables, Payments, accounts, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired; all Inventory, equipment, machinery and other tangible property of the debtor now owned or hereafter acquired; all tools, furniture, fixtures, office equipment and goods used in connection with debtor's business; all products of the Collateral and insurance proceeds covering Collateral, and all property received wholly or partly in trade or exchange for Collateral, and all rents, revenues, issues and profits.

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

MUSIC & ARTS CENTER, INC.

By: Byron S. O'Brien, Pres.

(Signature of Debtor)

Benjamin J. O'Brien, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RETURN TO: HOGAN & HARTSON  
6701 ROCKLEDGE DR.  
SUITE 200 H. ERLE SCHAFER  
BETHESDA, MD 20817

ATT: Toni Morgan

CITIZENS BANK & TRUST COMPANY OF MARYLAND

By: James W. Cornelsen

(Signature of Secured Party)

James W. Cornelsen, Vice President

Type or Print Above Signature on Above Line

RECORD FEE 21.00

POSTAGE .50

#569550 C777 R01 T08134

05/19/89

SCHEDULE A TO FINANCING STATEMENT

All of the Receivables, Payments, accounts, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the debtor; all other obligations or indebtedness owed to debtor from whatever source arising; all rights of the debtor to receive any payment in money or kind; all Inventory; all equipment, machinery, and other goods and tangible property of the debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the debtor's business, all electrical or battery-operated audio and visual equipment and accessories, including, but not limited to, television sets, video cassette recorders, radios, phonographs, compact disc players, tape recorders, citizen band radios, scanners, speakers, amplifiers, and any combination thereof, audio/visual systems; all manual or electronic musical instruments, band instruments, percussion instruments, synthesizers, rhythm machines and accordions; together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto; all of the debtor's rights as an unpaid seller, including stoppage in transit, detainue and reclamation; all guarantees, or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all books of account and documents related thereto; copyrights, trademarks, trade names, good will, trade secrets and patents now owned or hereafter acquired by the debtor; all customer lists and other documents containing the names, addresses and other information regarding the debtor's customers, subscribers or those to whom the debtor provides any services; computer tapes, programs, discs and other material or documents relating to the recording, billing or analyzing of any of the above; all computers, word processors, printers, switches, interfaces, software, instructional material, and connectors and all parts, accessories, additions, substitutions, or options together with all property or equipment used in connection with any of the above or which are used to operate or cause to operate any features, special applications, format controls, options or software of any or all of the above-mentioned items; all products of the Collateral and all insurance proceeds covering the Collateral, all property received wholly or partly in trade or exchange for the Collateral and all rents, revenues, issues, profits and proceeds in any form, including cash, insurance proceeds, negotiable instruments and other evidences of



541 371

indebtedness, chattel paper, security agreements and other documents arising from the sale, lease, license, encumbrance, collection of, or any other temporary or permanent disposition of, the Collateral or any interest therein.

Proceeds and products of all of the above are also covered by this Financing Statement as are any or all of the above now owned or hereafter acquired by the debtor.

The capitalized words used herein shall have the same meanings as set forth in the Loan and Security Agreement between the Secured Party and the debtor.

4003J/050289

CERTIFICATE FOR THE ALLOCATION OF MARYLAND RECORDATION TAX

TO:

RE: \$5,125,000.00 Loan (the "Loan") from Citizens Bank and Trust  
Company of Maryland (the "Lender") to Music and Arts Center, Inc. (the "Debtor")

With respect to the above-referenced Loan and the collateral securing the same, the Debtor hereby certifies to the best of its knowledge that the following information is correct:

1. Pursuant to the provisions of that certain Credit Agreement (hereinafter referred to as the "Credit Agreement") dated of even date herewith by and among the Lenders described therein (hereinafter referred to as the "Lender") and the Debtor, the Lender has agreed to make the Loan to the Debtor.

2. The Loan is secured by the following collateral located within the State of Maryland:

(a) Inventory, receivables, accounts and general intangibles (hereinafter referred to as the "Intangibles Collateral");

(b) Equipment (hereinafter referred to as the "Equipment Collateral").

3. With respect to the value of the collateral:

(a) The total value securing the Loan is equal to approximately }  
\$ 9,151,242.00 .

(b) The value of the collateral that is Intangible Collateral (which is not subject to Maryland Recordation Tax) is \$8,897,742.00 .

(c) The value of the collateral that is Equipment Collateral located within the State of Maryland (which is subject to Maryland Recordation Tax ) is \$ 253,500.00 .

The collateral described in subparagraph (b) is hereinafter referred to as the "Exempt Collateral" and the collateral referred in subparagraph (c) above is hereinafter referred to as the "Non-Exempt Collateral".

∴

4. The formula used to determine the amount of debt that is exempt from Maryland Recordation Tax is as follows:

<u>Value of Exempt Collateral</u>	x	<u>Total Debt Secured</u>	=	<u>Portion of Loan Exempt from Tax</u>
\$ 8,897,742.00		\$ 5,125,000.00	=	\$ 4,983,031.00
\$ 9,151,242.00				

5. The formula used to determine the amount of debt not exempt from Maryland Recordation Tax is as follows:

<u>Value of Non-Exempt Collateral</u>	x	<u>Total Debt Secured</u>	=	<u>Portion of Loan Not Exempt from Tax</u>
\$ 253,500.00		\$ 5,125,000.00	=	\$ 141,968.00
\$ 9,151,242.00				

Therefore, the amount of Recordation Tax payable to the State Department is \$ 468.60. This is calculated on the State Department Recordation Tax of \$3.30 per \$1,000.00 of the consideration, or \$1.75 per \$500.00 of the consideration rounded up to the nearest \$500.00.

CERTIFIED TO THIS 16th DAY OF May, 19 89.

MUSIC AND ARTS CENTER, INC.

By: Benjamin J. O'Brien, Pres.  
Benjamin J. O'Brien, President

STATE OF MARYLAND, COUNTY OF MONTGOMERY, TO WIT:

I hereby certify, that on this 16th day of May, 19 89, before me, the undersigned Notary Public of said State, personally appeared Benjamin J. O'Brien, who acknowledged himself/herself to be the President of Music and Arts Center, Inc. a Maryland Corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained as the duly authorized President of said Corporation by signing the name of the Benjamin J. O'Brien by himself/herself as President.

WITNESS my hand and Notarial Seal.

Mary A. Aitken  
Notary Public

My Commission Expires:

My Commission Expires July 1, 1990



FINANCING STATEMENT

TO BE RECORDED AMONG  
THE FINANCING RECORDS OF  
ANNE ARUNDEL COUNTY

541 374

277364

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: MJ Property, a Maryland Joint Venture  
c/o Hardin-Huber, Inc.  
1230 Cronson Boulevard  
Crofton, Maryland 21114
2. NAME AND ADDRESS OF SECURED PARTY: The First National Bank of Maryland  
P.O. Box 1596  
Baltimore, Maryland 21203  
Attn: CATHERINE LEWIS

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other



198

improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Samuel H. Clark, Jr. and Pamela McKenzie Williams, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

PMW:2/1/89:0545W

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is the Debtor.

DEBTOR: MJ PROPERTY, A MARYLAND JOINT VENTURE

By: Jack Hardin (SEAL)  
Jack Hardin

By: Michael W. Huber (SEAL)  
Michael W. Huber

Filing Officer: After recordation, please return this Financing Statement to:

Diane Hewes  
Hogan & Hartson  
111 South Calvert Street  
Baltimore, Maryland 21202



## EXHIBIT "A"

PARCEL ONE

BEGINNING FOR THE FIRST THEREOF, in the center of County Road leading from the Main road to Hawkins Point towards Annapolis and at the end of a line measured along the center of said County Road South 5 degrees 15 minutes East 646 feet from the end of the first line of the land described in a Lease dated July 5, 1907 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 56, folio 360 from Walter R. Townsend et al, to August Krause and running thence from said place of beginning binding on the southernmost outline of the 4 acres of land heretofore conveyed to Mary E. Della South 81 degrees 45 minutes West 400 feet to the center of a branch being the outline of the land described in a Deed from William B. Chaire to Walter R. Townsend and Sydney O. Heiskell dated April 7, 1899 and recorded among the aforesaid Land Records in Liber G.W. No. 13, folio 60 and running thence binding on said stream and on the outlines of said land South 23 degrees 46 minutes West 158 feet and South 5 degrees 53 minutes East 76 feet thence parallel to the first line of the herein described lot North 81 degrees 45 minutes East 432 feet to the center of the aforesaid County Road at the distance of 216 feet South 8 degrees 45 minutes West from the beginning and thence binding on the center line of the said County Road North 8 degrees 45 minutes East 216 feet to the place of beginning. Containing 2 acres of land more or less.

PARCEL TWO

BEGINNING FOR THE SECOND THEREOF, in the center of the County Road leading from the main road to Hawkins Point towards Annapolis and at the distance of 862 feet Southwesterly measured along the center of the said County Road from the end of the first line of land described in a Lease from Walter R. Townsend, et al, to August Krause dated July 5, 1907 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 56, folio 360 and running thence from the place of beginning South 81 degrees 45 minutes West 432 feet to the center of a branch being the outline of the land described in a Deed from William B. Chaire to Walter R. Townsend, et al, dated April 15, 1899 and recorded among the aforesaid Land Records in Liber G.W. No. 13, folio 60 and running thence binding on the center of said stream and on the outlines of said land South 5 degrees 53 minutes East 104 feet thence parallel with the first line of this description North 81 degrees 45 minutes East 412 feet to the center of the aforesaid County Road the two following courses and distances, vis: North 2 degrees 50 minutes East 88 feet and North 8 degrees 45 minutes East 18 feet to the place of beginning. Containing 1 acre of land more or less.

BOOK 541 PAGE 378

# ABSSCO

Enterprises 277365

10755 York Road, Cockeysville, Maryland 21030-2114 (301) 252-4900

## FINANCING STATEMENT

ACCOUNT NO. 20384  
LEASE NO. 2873

### SECURED PARTY

NAME AND ADDRESS OF LESSEE	DELIVER TO: (GIVE COMPLETE ADDRESS)
Marjorie & William Kemp T/A GENERAL OPTICAL 836 Ritchie Highway Severna Park, Maryland 21146	

QUANTITY	DESCRIPTION-MAKE-MODEL	SERIAL #
1	Minolta 3120 copier	362945

EQUIPMENT  
LEASED

RECORD FEE 13.00  
RECORD TAX 17.50  
POSTAGE .50  
\$361890 CITY TAX 109.19  
05/19/89



- ☐ TO BE  
☐ NOT TO BE

RECORDED IN FINANCING STATEMENT

- ☐ SUBJECT TO  
☐ NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL  
AMOUNT OF \$ 2500  
H. ERIC SCHAFER  
CLERK, CIRCUIT COURT

- This Financing Statement covers the above described equipment:  
(Describe - attach separate list if necessary).
- Proceeds of collateral are covered.
- Products of collateral are not covered.

3.50  
10.00  
17.50  
31.00

FEE 31.00

### DEBTOR(S):

Marjorie Kemp  
(SIGNATURE OF DEBTOR)

MARJORIE KEMP V. Pres.  
TYPE OR PRINT

(SIGNATURE OF DEBTOR)

W. G. KEMP, PRES.  
TYPE OR PRINT

### SECURED PARTY:

ABSSCO ENTERPRISES

BY:

(SIGNATURE OF SECURED PARTY)

ALAN I. ELKIN, PRESIDENT  
TYPE OR PRINT (INCLUDE TITLE IF COMPANY)

TO THE FILING OFFICER: After this statement has been recorded, please mail same to:

Name and Address: ABSSCO ENTERPRISES  
10755 York Road  
Cockeysville, Maryland 21030-2114

13-  
17.50  
1.50

10522

## EXHIBIT F-3

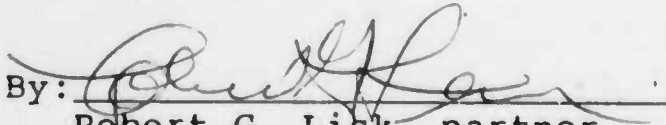
JF/01-18-89  
1514IFINANCING STATEMENTNOT TO BE RECORDED IN  
THE LAND RECORDSNOT SUBJECT TO  
RECORDATION TAX

1. Names and Addresses of Debtor: L & T Partnership  
c/o Lisk and Tatar, P.A.  
8 Crain Highway South  
Glen Burnie, Maryland 21061
2. Name and Address of Secured Party: Arundel Radiology Limited Partnership  
c/o Obrecht Managment Group, Inc.  
9475 Deereco Road  
Timonium, Maryland 21093
3. This Financing Statement covers the following types (or items) of property:  
  
A 5.00% Class B Limited Partner interest held by the Debtor in the partnership known as Arundel Radiology Limited Partnership, a Maryland limited partnership, including Debtor's right to receive distributions, profits, and capital distributions from said partnership, and all proceeds from the sale or other transfer of such partnership interests.
4. Proceeds of all collateral are also covered.

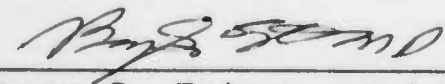
Debtor:

L &amp; T PARTNERSHIP

By:

  
Robert G. Lisk, partner

By:

  
Barry S. Tatar, partner

To the Filing Officer:

Please return to: M. Peter Moser, Esq.  
Frank, Bernstein, Conaway & Goldman  
300 East Lombard Street  
Baltimore, Maryland 21202

RECORD FEE 13.00  
POSTAGE .50  
#362030 CTTY 003 109:35  
05/19/89



H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

1350



541 380

277307

FINANCING STATEMENT

TO BE RECORDED WITH THE  
STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION, THE LAND RECORDS  
OF BALTIMORE CITY, THE FINANCING  
STATEMENT RECORDS OF BALTIMORE CITY  
AND THE FINANCING STATEMENT RECORDS  
OF ANNE ARUNDEL COUNTY

NOT SUBJECT TO  
RECORDATION TAX \*

This Financing Statement is presented to a Filing  
Officer pursuant to the Uniform Commercial Code.

RECORD FEE 25.00  
POSTAGE .50  
#362040 CT77 R03 109:36  
05/19/89

1. NAME AND ADDRESS OF DEBTORS: Cloverleaf Mall  
Partnership  
c/o Attman Properties, Inc.  
7779 New York Lane  
Glen Burnie, Maryland 21061

H. ERLE SCHAFER  
HA CO. CIRCUIT COURT

Five East Redwood Street Limited  
Partnership  
c/o Attman Properties, Inc.  
7779 New York Lane  
Glen Burnie, Maryland 21061



2. NAME AND ADDRESS OF SECURED PARTY: The First National Bank  
of Maryland  
110 South Paca Street  
Baltimore, Maryland 21202  
Attn: Chauncey Brooks, III

3. This Financing Statement covers the following  
types (or items) of property:

(a) all the walks, fences, shrubbery,  
driveways, fixtures, equipment, machinery, apparatus,  
appliances, furnishings, furniture, fittings, building  
materials, and other articles of personal property of every

\* Recordation taxes on this transaction were paid on a Deed of  
Trust recorded among the Land Records of Baltimore City on  
April 6, 1989.

25.50

kind and nature whatsoever, now or hereafter ordered for eventual delivery to the concerning the real estate located in Baltimore City, Maryland and further described on Exhibit A attached hereto (the "land") (whether or not delivered thereto), and all such as are now or hereafter located in or upon any interest or estate in the land or any part thereof and used or usable in connection with any present or future operation of the land now owned or hereafter acquired by Debtor; it being understood that all the aforesaid shall be deemed to be fixtures and part of the land but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, excluding, however, only personal property owned by any tenant actually occupying all or part of the land; and

(b) all and singular the rights, alleys, ways, waters, easements, tenements, privileges, advantages, improvements, accessions, hereditaments, and appurtenances belonging or in any way appertaining to the land and other property herein described, and the reversions and remainders, earnings, revenues, rents, issues and profits thereof and including any right, title, interest, or estate hereafter acquired by Debtor in the land and other property described herein, Debtor's interest in all leases, present or future, written or oral, and all agreements for use and occupancy of any portion of the building(s) located on the land.

The Property is also described in that certain Deed of Trust and Security Agreement of even date herewith, made between Debtor and Patricia A. Brian and Madelyn F. Johannesen, trustees thereunder (the "Deed of Trust").

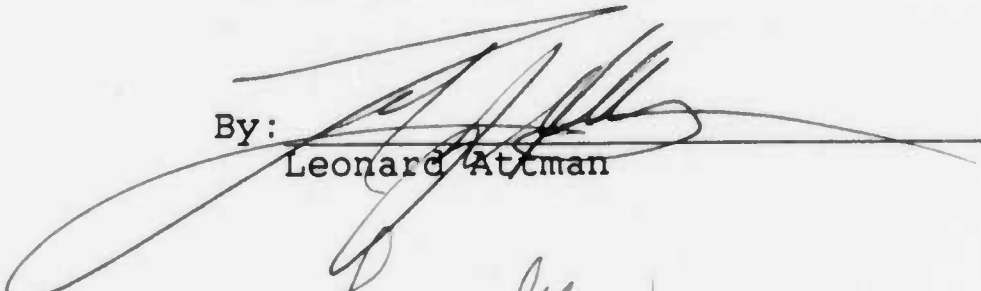
4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust between Secured Party and Debtor, as security for a loan (the "Loan") made by Secured Party to Debtor under and pursuant to the Deed of Trust.

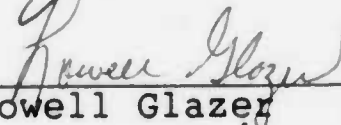
5. Proceeds and products of the collateral are also covered.

6. The name of the record owners of the Property Cloverleaf Mall Partnership and Five East Redwood Street Limited Partnership.

Debtor:

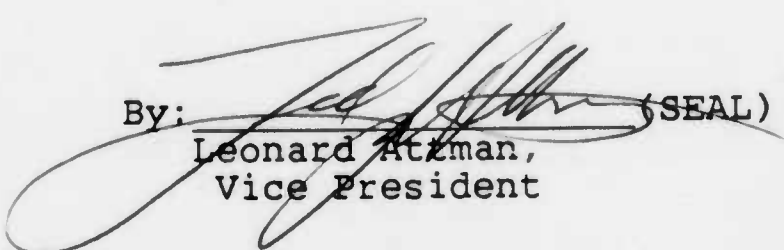
CLOVERLEAF MALL PARTNERSHIP

By:   
Leonard Attman

By:   
Lowell Glazer

FIVE EAST REDWOOD STREET LIMITED PARTNERSHIP

By: Attman Construction Company, Inc.  
General Partner

By:  (SEAL)  
Leonard Attman,  
Vice President

Date: April 6, 1989

  
3 -



266:04/04/89  
A0Q13

BOOK 541 PAGE 383

Mr. Clerk:      Please return to:      Robert W. Cannon, Esquire  
Weinberg and Green  
100 South Charles Street  
14th Floor  
Baltimore, Maryland 21201

EXHIBIT A

BEGINNING for the same at the corner formed by the intersection of the south side of Redwood Street and the east side of Charles Street, running thence southerly on the east side of Charles Street, 33 feet 7-1/2 inches to the center of the partition wall between the improvements on the lot now being described and the improvements on the lot of ground adjoining thereto on the south, said point being also the beginning of the lot of ground which by Deed and Agreement dated July 3, 1905 and recorded among the Land Records of Baltimore City in Liber R.O. No. 2166, folio 123, was granted and conveyed by Mary M. Eaton, et al., to Cornelius W. Abbott and wife, thence easterly along the center of said party wall, being also the first line of said lot of ground conveyed as aforesaid to Cornelius W. Abbott and wife, 168 feet 6 inches to the west side of Wine Alley, thence northerly binding on the west side of Wine Alley, 32 feet 8-1/4 inches to the south side of Redwood Street, thence westerly binding on the south side of Redwood Street 168 feet 6 inches to the place of beginning. The improvements thereon being known as No. 13-15 South Charles Street (also known as 1-5 E. Redwood Street).

BEING the same parcel of property which by Deed dated of even date herewith and recorded or intended to be recorded in the Land Records of Baltimore City immediately prior hereto, was conveyed by One E. Redwood St. Co. to Five East Redwood Street Limited Partnership and Cloverleaf Mall.

541 PAGE 385

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Firestone Equipment Leasing  
Company, Inc.  
225 Franklin Street  
Boston, Massachusetts 02110  
Attn: Steven Loring, V.P.

2. Secured Party(ies) and address(es)

The First National Bank of  
Chicago, as Collateral Agent  
One First National Plaza  
Chicago, Illinois 60670

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing  
Office)



RECORD FEE 10.00  
POSTAGE .50  
#382260 0777 R03 T09:44  
05/19/89  
H. ERLE SCHAFER

4. This statement refers to original Financing Statement bearing File No. 273345  
Bk 528, Pg. 424  
Filed with Ann Hurdel Co, Inc. Date Filed June 21 19 88

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
8. ☒ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

The address of the Debtor, Firestone Equipment Leasing Company, Inc., has been changed  
to: c/o Ropes & Gray  
One International Place  
Boston, Massachusetts 02110-2624  
Attn: Steven Loring, V.P.

No. of additional Sheets presented:

Firestone Equipment Leasing Company, Inc.

By:

Steven M. Loring  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
Steven M. Loring,  
Vice President

(1) Filing Officer Copy - Alphabetical

The First National Bank of Chicago,  
as Collateral Agent

By:

John R. Grimes  
Signature(s) of Secured Party(ies)  
John R. Grimes,  
Vice President

STANDARD FORM FORM UCC-3



THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE      NO ( X )    YES (   )    NAME OF RECORD OWNER \_\_\_\_\_

YES ( ) NAME OF RECORD OWNER \_\_\_\_\_  
Circuit Court of Anne Arundel County

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

## FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

RECORD FEE	11.00
POSTAGE	.50
#36270 1677 R03 109:45	

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed. 9069977

Check the box indicating the kind of statement. 05/19/89  
Check only one box. H. EARLE SCHAFER

Alfred W. Kanney  
204 West Juniper  
Sterling, Virginia 22170

(x) ORIGINAL FINANCING STATEMENT

( ) CONTINUATION-ORIGINAL STILL EFFECTIVE

( ) AMENDMENT

( ) ASSIGNMENT

( ) PARTIAL RELEASE OF COLLATERAL

( ) TERMINATION

BL  
CLERK

Name & address of Secured Party  
**FARMERS & MERCHANTS  
 NATIONAL BANK**  
 P.O. Box 9  
 Hamilton, Virginia 22068

Name &amp; address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

1955 Mathews 42 Foot Cabin Cruiser

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable: \_\_\_\_\_

ALFRED W. KANNEY

BY: Robert A. Ramsey  
Signature of Debtor if applicable (Date) 5/11/89

FARMERS AND MERCHANTS NATIONAL BANK

BY: Jinda K. McCarley  
Signature of Secured Party if applicable (Date)

FILING OFFICER COPY

Revised 7-1-82

277369

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) JOHN F. OLSAVSKY 5905 CRANDEL Rd. LOTHIAN, MD 20711	2. Secured Party(ies) and Address(es) FORD MOTOR Credit Company P.O. Box 36476 RICHMOND, VA. 23235
---------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

NEW FORD TRACTOR MODEL 1120 S# UB 21691  
R. Mower 930A S# 2557

RECORD FEE 11.00  
POSTAGE .50  
#362280 CTTT R03 T09:45  
05/19/89



Check if covered: ☐ Proceeds of collateral covered ☒ Products of collateral covered

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

4. This transaction is exempt from the Recording Tax.

Filed with:

x John F. Olsavsky  
(SIGNATURE OF DEBTOR)

FORD MOTOR Credit Company  
(NAME OF SECURED PARTY)

JOHN F. OLSAVSKY  
(SIGNATURE OF DEBTOR)

BY: W. R. A. (Rep 1)

115

541 PAGE 388

STATE OF MARYLAND

277370

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Howard County Landscape & Sodding Co. IncAddress PO Box 187 Jessup Md 20794RECORD FEE 11.00  
POSTAGE .50  
#362300 0777 R03 109:48  
05/19/89

## 2. SECURED PARTY

Name N. J. Richardson, Sons INCAddress 6400 WINDSOR MILL RD  
BALTO md 21207H. ENLE SCHAFER  
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Kub L2850DT-5 Tractor SN # 57112  
Kub BF500 loader SN # 14405  
Gen Mac TR-35 Harley Rake SN # 811186

Name and address of Assignee

KUBOTA CREDIT CORPORATION  
P.O. Box 105598  
Atlanta, GA 30348-5598

54900-817592

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)[Signature]  
(Signature of Debtor)

Type or Print Above Name on Above Line

[Signature]  
(Signature of Debtor)

Type or Print Above Signature on Above Line

W E Richardson Pres  
(Signature of Secured Party)W E Richardson  
Type or Print Above Signature on Above Line

11.50



ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: May 17, 1989

(xx ) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_  
Taxable Amount of Debt \$ \_\_\_\_\_

NAME OF DEBTOR (S): James Callas and Sons, Inc  
400 Aurora Drive  
Millersville, MD 21108

ADDRESS:

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT  
ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF  
PROPERTY:

Blanket Lien on business assets



RECORD FEE 11.00  
POSTAGE .50  
#362310 C777 R03 T09:49  
05/19/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

DEBTOR(S):

James Callas and Sons, Inc.  
(Company Name)

BY:

James Callas

BY:

BY:

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY:

(Authorized Signature)

Robert Mann/Vice President  
(Type Name and Title)

(NOTE: Type name under each  
signature and if company,  
type name of company and  
name and title of authorized  
signer.)

1/1, 2

277372

541 REC-390

UNIFORM COMMERCIAL CODE—  
FINANCING STATEMENT

For Filing Officer Use  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK  
SIGNATURES MUST BE IN INK

If the property described below is a  
fixture so that this statement is to be  
recorded in land records, check  
here ☐

If transaction or transactions wholly  
or partially subject to recordation tax  
indicate amount of taxable debt here  
\$ .....

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Name Kerry & Donna Willingham

Address 530 Harbor Dr Annapolis MD  
(Street) (City or County) (State)

2. SECURED PARTY Name CONGRESSIONAL CONSTRUCTION

Address 7620 LITTLE RIVER TURNPIKE ANNAPOLIS MD  
(Street) (City or County) (State)

3. ASSIGNEE Name CHEVY CHASE BANK

Address 7700 OLD GERMANTOWN RD 2ND FLOOR BETHESDA MD 20814  
(Street) (City) (State)

RETURN FILING RECEIPT TO CHEVY CHASE BANK

RECORD FEE 12.00  
POSTAGE .50  
1562340 0777 R03 109:51  
05/17/89

4. This financing statement covers the following types (or items) or property: (list)

MAKE (IF AUTO) OF MANUFACTURER DESCRIPTION SERIAL NO. MOTOR NO. MODEL NO. YEAR COURT

1 SEARS CRAFTMASTER Deck

Check ☐ the lines which apply

5. ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to:  
(describe real estate)

Kerry Willingham (Signature of Debtor)  
Donna Willingham (Signature of Debtor)  
John B. Muney Jr (Signature of Secured Party)  
JOHN B. MUNEY JR  
Type or Print Above  
Name on Above Line

125  
FILING OFFICER COPY

6001-9/88

Lease #2471 541 SALE 391 277373

This FINANCING STATEMENT is presented for filing pursuant to the California Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST - IF AN INDIVIDUAL)		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
NATIONAL NAUTILUS & NUTRITION INC.			
1B. MAILING ADDRESS	1C. CITY STATE	1D. ZIP CODE	
7963 Baltimore & Annapolis Blvd.	Glen Burnie, MD	21061	
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS	2C. CITY STATE	2D. ZIP CODE	
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
NAME Charter Equipment Leasing Corp.		95-4166705	
MAILING ADDRESS 8383 Wilshire Blvd., Ste. # 614		XXXXXXX	
CITY Beverly Hills STATE CA		953097245	
ZIP CODE 90211			
5. ASSIGNEE OF SECURED PARTY (IF ANY) (NAME)		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
SOCIETE GENERALE FINANCIAL CORPORATION			
MAILING ADDRESS 50 ROCKEFELLER PLAZA			
CITY NEW YORK STATE NY			
ZIP CODE 10020			
6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).			

Equipment, as described on Schedule "A" attached hereto and made a part hereof.

RECORD FEE 11.00  
POSTAGE .50  
#362370 CTT7 R03 709:53  
05/19/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



including replacements, modifications, accessions, improvements, additions, alterations, supplements, and/or substitutions. Neither the execution nor filing of this financing statement shall in any manner imply that the relationship between the secured party and debtor is other than lessor and lessee respectively. This financing statement is filed solely to protect the interest of the parties in the event of unwarranted assertions by any third party.

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. <input type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(A) ITEM <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	<input type="checkbox"/> DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (N)	
9. SIGNATURE(S) OF DEBTOR(S) <i>[Signature]</i> DATE 4/24/89 <i>[Signature]</i>		10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)
NATIONAL NAUTILUS & NUTRITION INC. TYPE OR PRINT NAME(S) OF DEBTOR(S)		
<i>[Signature]</i> SIGNATURE(S) OF SECURED PARTY(IES)		
Charter Equipment Leasing Corp. TYPE OR PRINT NAME(S) OF SECURED PARTY(IES)		
11. Return copy to:		
NAME	SOCIETE GENERALE FINANCIAL CORPORATION	
ADDRESS	50 Rockefeller Plaza	
CITY	New York, NY 10020	
STATE		
ZIP CODE		
FORM UCC 1 - FILING FEE \$ 3.00 Approved by the Secretary of State		

OFFICER COPY



SCHEDULE "A"

Schedule forming part of Lease # 2471 between CHARTER EQUIPMENT LEASING CORP.,  
Lessor, and NATIONAL NAUTILUS & NUTRITION INC., Lessee.

ITEM	Description of Equipment
HOGGAN HEALTH INDUSTRIES INC.	
SPRINT CIRCUIT SN#1394	
(1) BC-10 Bicep Curl	(1) 2065 CamStar Abdominal Trunk Curl
(1) TP-20 Tricep Press	(1) 2005 CamStar Lower Abdominal
(1) CP-30 Chest Press	(1) 2025 CamStar Full Twisting Torso Conditioner
(1) HR-40 Horizontal Row	
(1) LP-50 Lat Pull	
(1) SP-60 Shoulder Press	SN#1747, 1096, 1263
(1) CR-70 Calf Raise	
(1) QP-80 Qued Press	CAMSTAR w/Chrome Weights
(1) LC-90 Leg Curl	(1) 2005 Lower Abdominal
(1) LE-100 Leg Extention	(1) 2065 Abdominal Trunk Curl
(1) RC-110 Rotary Chest	(1) 2025 Full Twisting Torso Conditioner
(1) TC-120 Trunk Curl	SN#1097, 1748, 1264

LIFE FITNESS

(5) Lifecycle Model 9000 S/N 93571, 93572, 93573, 93574 & 93575

LEWIS MEEDICAL

(6) Monarch 817 Professional III Cycles S/N 47565, 47510, 47511, 47467, 47466 & 47508  
(2) Detecto 339 Scales  
(10) BRR Cycle Reading Racks

BIO SIG MEDICAL INSTRUMENT

(4) Bio Sig Model 203 Heart Monitors  
(2) Bio Sig Model 105 Heart Monitors

Accepted:

CHARTER EQUIPMENT LEASING CORP.

By Laurence M. Muelhe

Date

4/24/89

LESSEE:

NATIONAL NAUTILUS & NUTRITION INC.

By: Laurence A. Ray

By: \_\_\_\_\_

By: \_\_\_\_\_

Date

March 24, 1989

Page of pages of this Schedule.

541 MAY 30 1989

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 277374

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~

Lessee:

Name TRI-COUNTY CITGO

Address 3396 Ft. Meade Rd., Laurel, MD 20707

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation

Address P.O. Box 157, Willow Grove, PA 19090

THIS FINANCING STATEMENT IS BEING FILED FOR NOTICE PURPOSES AND IS NOT INTENDED TO CONVERT THE LEASE INTO A SECURITY AGREEMENT.

RECORD FEE 12.00  
#362410 CTTT R03 T10:19  
05/19/89

H. ERNE SCHAFER  
HA CO. CIRCUIT COURT

BL  
CLERK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- (1) Coates 650 Wheel Balancer  
SN #03-89-08-4141

Name and address of Assignee  
CONTINENTAL BANK  
16th & Locust Street  
3rd Floor  
Philadelphia, PA 19102

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)  
Kyle Ferguson - Owner

TRI-COUNTY CITGO

Type or Print Above Signature on Above Line

(Signature of Secured Party)  
asst. Secy.

Century Equipment Leasing Corporation

Type or Print Above Signature on Above Line

K.E.

STATE OF MARYLAND 541 PAGE 394

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 277375

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 4/28/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name FRV Stores Corp.

Address 360 West 31st Street, New York, New York 10001

## 2. SECURED PARTY

Name Continental Bank N.A., as Agent

Address 231 South LaSalle Street, Chicago, Illinois 60697

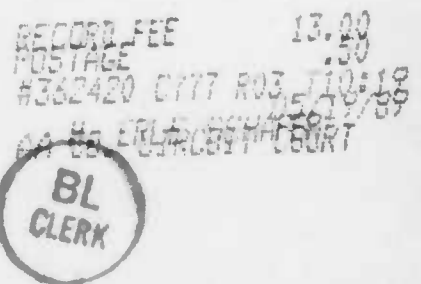
Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any)

## 4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A attached hereto and incorporated herein

File in Ann Arundel Co., Maryland

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)

(Signature of Debtor)

FRV STORES CORP.

Type or Print Above Name on Above Line

Philip Kayin, Secretary

(Signature of Debtor)

Philip Kayin, Sec.

Type or Print Above Signature on Above Line

M. D. Essenburg Vice President

(Signature of Secured Party)

CONTINENTAL BANK N.A., as Agent

Type or Print Above Signature on Above Line

Martin D. Essenburg, V.P.

135.50



EXHIBIT A TO FINANCING STATEMENT

Said financing statement covers all of the following property of Debtor, whether now or hereafter existing or acquired:

(a) all Accounts Receivable (hereafter defined) and Inventory (hereafter defined) of Debtor;

(b) any and all balances, credits, deposits (general or special, time or demand, provisional or final), accounts or moneys of or in the name of Debtor now or hereafter with the Secured Party or any Bank (hereafter defined) and any and all property of every kind or description of or in the name of Debtor now or hereafter, for any reason or purpose whatsoever, in the possession or control of, or in transit to, the Secured Party or any Bank or agent or bailee for the Secured Party or any Bank,

(c) all Securities (hereafter defined),

(d) all General Intangibles (hereafter defined);

(e) all chattel paper and instruments evidencing any obligation to the Debtor for payment of goods sold or leased or for services rendered;

(f) to the extent related to the property described in clauses (a)-(e) above, all books, correspondence, credit files, records, invoices and other papers and documents, including, without limitation, to the extent so related, all tapes, cards, computer runs, computer programs and other papers and documents in the possession or control of Debtor or any computer bureau from time to time acting for Debtor, and, to the extent so related, all rights in, to and under all policies of insurance, including claims of rights to payments thereunder and proceeds therefrom, including any credit insurance; and

(g) all proceeds and products of any of the foregoing.

Debtor's right to dispose of the collateral is restricted by agreement with Secured Party.

"Accounts Receivable" shall mean any right of Debtor to payment for goods sold or leased or for services rendered, tax refund claims, contract rights relating to the purchase, sale or lease of any item of collateral (including relating to the sale of Accounts Receivables), and including, without limitation, balances owing from any factor.

"General Intangibles" shall mean all personal property of Debtor (including things in action) other than equipment, Inventory and other goods, Accounts Receivable, Securities, chattel paper, documents, instruments and money. General Intangibles shall include, without limitation, inventions, designs, patents, patent applications, trademarks, trademark applications, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, and customer lists, rights to indemnification and rights under warranty.

"Inventory" means any and all of the Debtor's goods the acquisition of which is financed by a letter of credit issued by Secured Party as Agent pursuant to that certain Revolving Credit Agreement dated as of February 9, 1989, among Debtor, Secured Party and the various bank signatories ("the Banks") thereto (including, without limitation, goods in transit) wheresoever located which is or may at any time be held for sale or lease, furnished under any contract of service, or held as raw materials, work in process, or supplies or material used or consumed in the Debtor's business, or which are held for use in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, and all goods the sale or other disposition of which has given rise to an Account Receivable which are returned to and/or repossessed and/or stopped in transit by the Debtor or the Secured Party, or at any time hereafter in the possession or under the control of the Debtor or the Secured Party, or any agent or bailee of either thereof, and all documents of title or other documents representing the same.

"Securities" shall mean investments in stocks, bonds, preferred stock, debentures, obligations of the United States, any State or any governmental agency, commercial paper, certificates of deposit, and any other financial instruments commonly regarded as securities.

Reference is made to the Security Agreement dated as of February 9, 1989 between Debtor and Secured Party for the conditions under which the Secured Party's lien in certain of the Accounts Receivable shall be released from time to time.

020789/2311P

541 397

FINANCING STATEMENT FORM UCC-1

STATE OF MARYLAND

Identifying File No. 277376

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ARINC RESEARCH CORPORATION

Address 2551 RIVA ROAD, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name GREAT LAKES FINANCIAL SERVICES OF AMERICA, INC.

Address 2006 HOGBACK ROAD, SUITE #7, ANN ARBOR, MI 48105

RECORD FEE 11.00  
POSTAGE .50  
#342450 0777 R03 110:21  
05/19/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

BL  
CLERK

4. This financing statement covers the following types (or items) of property: (list)

2(TWO) COMPAQ Deskpro 286/model 1, 1 (ONE) Seagate 40 Mb hard drive, 1 (ONE) Seagate 72 Mb hard drive, 2 (TWO) COMPAQ 80287 coprocessor, 2 (TWO) Princeton color monitor, 2 (TWO) Quadram EGA controller card, 2 (TWO) Microsoft bus mouse, 2 (TWO) COMPAQ 1.44 Mb, 3.5" disk drive, 2 (TWO) COMPAQ 2400 baud internal modem, 6 (SIX) COMPAQ 512K memory upgrade kits, 1 (ONE) HP LaserJet series II, 1 (ONE) HP 2 Mb memory board

Name and address of Assignee  
Graphic EGA  
FIRST AMERICAN BANK OF WILL COUNTY  
1812 W. JEFFERSON STREET  
JOLIET, IL 60434-2789

2 (Two) MS DOS 3.3

"This transaction is a lease on equipment complete with all present and future attachments, accessories, replacements, equipment, additions, all proceeds thereof, and is not intended by the parties as a security transaction. Filing is only intended to make the lease a matter of public record."

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

ARINC RESEARCH CORPORATION

x *W.A. Kiehl*  
(Signature of Debtor)

W.A. Kiehl ARINC Research  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

GREAT LAKES FINANCIAL SERVICES OF AMERICA, INC.

*Robert A. Shaw*  
(Signature of Secured Party)

(Signature of Secured Party)

ROBERT A. SHAW, PRESIDENT

Type or Print Above Signature on Above Line

1150





BOOK 541 PAGE 398

277377

36381-40

This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST - IF AN INDIVIDUAL) <b>G.C. Murphy Co.</b>		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS <b>6711 Ritchie Highway</b>		1C. CITY, STATE <b>Glen Burnie, MD</b>	1D. ZIP CODE <b>21061</b>
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME <b>Sylvania Consumer Services Inc.</b> MAILING ADDRESS <b>100 Endicott Street (Box 3519)</b> CITY <b>Danvers</b> STATE <b>MA</b> ZIP CODE <b>01923</b>		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).			

SEE ATTACHED EXTENSION SHEET FOR  
APPROPRIATE STATEMENT OF COLLATERAL.

NOT SUBJECT TO A RECORDATION TAX

RECORD FEE 11.00  
POSTAGE .50  
#362470 0777 R03 110:23  
05/19/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED <input checked="" type="checkbox"/>	7B. DEBTOR (S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(a) ITEM <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	DEBTOR IS TRANSMITTING UTILITY IN ACCORDANCE WITH UCC SECTION 9105 (1) (n) <input type="checkbox"/>		
9. <b>X</b> SIGNATURE (S) OF DEBTOR (S) <b>G.C. Murphy Co.</b> TYPE OR PRINT NAME (S) OF DEBTOR (S)	DATE		10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)  C O D E  1 2 3 4 5 6 7 8 9 0
SIGNATURE (S) OF SECURED PARTY (IES) <b>Sylvania Consumer Services Inc.</b> TYPE OR PRINT NAME (S) OF SECURED PARTY (IES)			
11. RETURN COPY TO: NAME ADDRESS CITY STATE ZIP CODE <b>DATA-FILE SERVICES, INC. 1728 OLYMPIC BLVD. SANTA MONICA, CA 90404</b>			

FORM UCC-1

## EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland

TOTAL NUMBER OF SHEETS 2

## CONTINUATION OF FINANCING STATEMENT BETWEEN

## SECURED PARTY:

Sylvania Consumer Services Inc.  
100 Endicott Street (Box 3519)  
Danvers, MA 01923

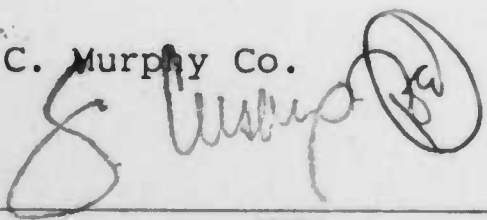
## DEBTOR:

G.C. Murphy Co.  
6711 Ritchie Highway  
Glen Burnie, MD 21061

DEBTOR hereby grants to SECURED PARTY a continuing Security Interest in:

This Financing Statement is being filed for informational purposes only. Secured Party has consigned to Debtor certain goods and/or inventory (principally lamps and/or light bulbs sold under the trademark "Sylvania") covered by a Consignment Agreement between the parties, dated March 1, 1988.

G.C. Murphy Co.

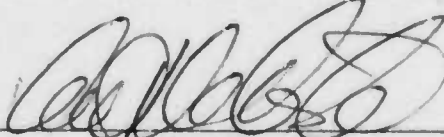


DEBTOR

President

Filing Officer Copy

Sylvania Consumer Services Inc.



SECURED PARTY

3

SHEET No.



BOOK 541 PAGE 400

277378

36376-40

This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST - IF AN INDIVIDUAL) <b>G.C. Murphy Co.</b>		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS <b>7700 Ritchie Highway</b>		1C. CITY, STATE <b>Glen Burnie, MD</b>	1D. ZIP CODE <b>21061</b>
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME <b>Sylvania Consumer Services Inc.</b> MAILING ADDRESS <b>100 Endicott Street (Box 3519)</b> CITY <b>Danvers</b> STATE <b>MA</b> ZIP CODE <b>01923</b>		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).			

SEE ATTACHED EXTENSION SHEET FOR  
APPROPRIATE STATEMENT OF COLLATERAL.RECORD FEE 11.00  
POSTAGE .50  
#362490 UTTT R03 T10:24  
05/19/89

NOT SUBJECT TO A RECORDATION TAX

H. ERLE SCHMFER  
AA CO. CIRCUIT COURT

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED <input checked="" type="checkbox"/>	7B. DEBTOR (S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(a) ITEM <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC SECTION 9105 (1) (n) <input type="checkbox"/>	
9. <input checked="" type="checkbox"/> SIGNATURE (S) OF DEBTOR (S) <b>G.C. Murphy Co.</b>	DATE	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)  1 2 3 4 5 6 7 8 9 0
TYPE OR PRINT NAME (S) OF DEBTOR (S)		
SIGNATURE (S) OF SECURED PARTY (IES) <b>Sylvania Consumer Services Inc.</b>		
TYPE OR PRINT NAME (S) OF SECURED PARTY (IES)		
11. RETURN COPY TO: NAME ADDRESS CITY STATE ZIP CODE		
DATA-FILE SERVICES, INC. 1728 OLYMPIC BLVD. SANTA MONICA, CA 90404		

FORM UCC-1



## EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland

TOTAL NUMBER OF SHEETS 2

## CONTINUATION OF FINANCING STATEMENT BETWEEN

## SECURED PARTY:

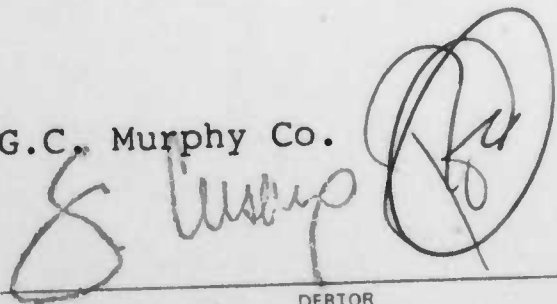
Sylvania Consumer Services Inc.  
100 Endicott Street (Box 3519)  
Danvers, MA 01923

## DEBTOR:

G.C. Murphy Co.  
7700 Ritchie Highway  
Glen Burnie, MD 21061

DEBTOR hereby grants to SECURED PARTY a continuing Security Interest in:  
This Financing Statement is being filed for informational purposes only. Secured  
Party has consigned to Debtor certain goods and/or inventory (principally lamps  
and/or light bulbs sold under the trademark "Sylvania") covered by a Consignment  
Agreement between the parties, dated March 1, 1988.

G.C. Murphy Co.



DEBTOR

President

Filing Officer Copy

Sylvania Consumer Services Inc.



SECURED PARTY

3

SHEET No.

541 402

277379

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 1468

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name DAN PARKERAddress 5647 O'Daniel Court Glen Burnie, MD 21061

## 2. SECURED PARTY

Name COMM-LEASE INC.Address 9494 Deereco Road Timonium, MD 21093RECORD FEE 11.00  
POSTAGE .50  
#362510 0777 R03 T10:24  
05/19/89

Person And Address To Whom Statement Is To Be Returned If Different From Above.

H. ERLE SCHAFER  
MD 22, CIRCUIT COURT

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

QUANTITY	MAKE / MANUFACTURER-DESCRIPTION	MODEL NO.	SERIAL NO.
2	Midland Portables with Charger	70-255B	509401, 405
1	Vehicular Charger/Amplifier	70-H30B	

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

  
(Signature of Debtor)

Daniel Parker, Individual  
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

  
(Signature of Secured Party)

Glenn D. Cassell, Pres.  
 Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

"Not subject to recordation tax - Seller is secured party."  
 Section #12-108K4

541 403

COPY FOR FILING OFFICER

FINANCING STATEMENT Anne Arundel County

(~~Continuation~~ - Termination - ~~Assignment~~ - ~~Partial Release~~)

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: ☐ Land ☒ Financing Statement } Liber 473 Folio 108 File No. 251898

Date of Financing Statement May 1st, 1984

NAME	No.	Street	City	State
1. Debtor(s) (or assignor(s))				
Donald A. & Linda C. Hooker	3723	8th, Qvenue	Edgewater,	Maryland 21037
		4317 Owensbrooke Ct	West River	Md 20778

2. Secured Party (or assignee)  
SOVRAN BANK / MARYLAND Formerly Known as Suburban Bank  
6610 Rockledge Drive, Bethesda, Md 20817

CHECK ☒ THE LINES WHICH APPLY

3. ☐ A. Continuation. The original financing statment between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- ☒ B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
- ☐ C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

RECORD FEE 10.00  
#382660 CT77 R03 T10:32  
05/19/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

- ☐ D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

Secured Party:

SOVRAN BANK / MARYLAND

Dated: April 21st, 19 89

By: Betty L. Talbott

Type Name Betty L. Talbott

Title Commercial LOan Operations Officer

Br 925 TVC

N169-7706  
R386



~~277351~~☐ TO BE☒ NOT TO BERECORDED IN  
LAND RECORDS☐ SUBJECT TO☒ NOT SUBJECT TORECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

\$

## FINANCING STATEMENT

John L. Freitag and Patricia N. Freitag

Name or Names—Print or Type

258 Tolstoy Lane, Severna Park, Maryland 21146

Address—Street No.,

City - County

State

Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No.,

City - County

State

Zip Code

2. Secured Party:

Odenton Federal Savings and Loan Association

Name or Names—Print or Type

1219 Annapolis Road, P.O. Box 70, Odenton, MD 21113

Address—Street No.,

City - County

State

Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Exhibit A - attached hereto.

4. If above described personal property is to be affixed to real property, describe real property.

John's Body Shop, 68 Old Annapolis Road, Linthicum, Maryland

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.7. Products of collateral ☐ are ☒ are not covered.

DEBTOR(S):

John L. Freitag  
(Signature of Debtor)John L. Freitag  
Type or PrintPatricia N. Freitag  
(Signature of Debtor)Patricia N. Freitag  
Type or Print

SECURED PARTY:

ODENTON FEDERAL SAVINGS AND

LOAN ASSOCIATION

(Company, if applicable)

BY:

(Signature of Secured Party)

Type or Print (Include title if Company)

RECORD FEE 14.00  
POSTAGE .50  
#362680 0777 R03 T10:42  
05/19/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Martin Kleinman, Esq., 712 Court Square Bldg., Baltimore,  
Maryland 21202

Lucas Bros. Form F-1

19.5

This Financing Statement is notice that a Security Agreement and/or Confessed Judgment Promissory Note has been executed by the Debtor (s) in favor of the Secured Party in the amount stated on the first page hereof and is also notice that this Financing Statement is to cover all future advances made in conformity with the Uniform Commercial Code and covers the following types of property;

All of Debtor's inventory of every type and description now owned and hereafter acquired and wherever located, including, without limitation, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes and all materials and supplies usable or used or consumed in the course of Debtor's business, together with all present and future substitutions, parts, additions, accessories, attachments, accessions, replacement parts, additions thereto in any form whatsoever, and also all proceeds resulting from the sale or other disposition thereof, including but not limited to cash accounts, installment documents, chattel papers, security agreements and goods. All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, general intangibles and contract rights, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, all present and future rights of Debtor with respect to all licenses, patent rights, copyrights, franchises, trade names and trademarks, and all of Debtor's right, title and interest in and to the liquor license, all its renewals, continuations or extensions thereof issued in connection with the property located at

All equipment of Debtor of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, together with all present and future parts, additions, accessories, attachments, accessions, replacement parts and substitutions in any form whatsoever.

Together with all books and records in any form pertaining or relating thereto and all proceeds and products of all of the foregoing in any form whatsoever, (including insurance proceeds). Said Security Agreement shall cover any additional advances or loans made by the Secured Party, his, her, their or its heirs, personal representatives, successors or assigns to the Debtor(s).

EXHIBIT "A"

1. One (1) Mack Tools electric frame welder known as "mig welder".
2. One (1) body and frame "pullers".
3. One (1) Speed Air 10 hp. air compressor.
4. Exhaust system installed in enlarged spray room.
5. "440" electrical service installed.
6. All chattels on the premises intended to be incorporated in the improvements erected on the Freitag property at 68 Old Annapolis Road, Linthicum, Maryland.

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Martin Kleinman, Esq., 712 Court Square Bldg., Baltimore,  
 Maryland 21202

Lucas Bros. Form F-1



ANNE ARLOWE

277382/1-

BOOK 541 PAGE 417

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. \_\_\_\_\_

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B & K Shotcrete, Inc.

Address 1469 Berger St. Odenton, MD 21113-1003

2. SECURED PARTY

Name Midlantic Commercial Leasing Corp.

Address 225 W. 34th St.

New York, NY 10122

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 - 1988 Sidewinder

RECORD FEE 11.00  
#362710 C177 R03 T10:44  
05/19/89

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

NOT SUBJECT TO RECORDATION TAX  
SECURED PARTY IS THE SELLER



CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Barry Dale Lear, Sr. President  
(Signature of Debtor)

Barry Dale Lear, Sr.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11

BOOK 541 PAGE 408

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No.

277383

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 4,200.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MILESKE, STANLEY

Address 734 DARLOW DRIVE, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name Maryland National Bank  
Retail Finance Division

Address 7178 Columbia Gateway Drive

Columbia, Maryland 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

BOAT STORAGE: (S) 734 DARLOW DRIVE ANNAPOLIS, MD 21401

(W) SAME AS SUMMER

MERCURY 115 HP SER#: 0C106954

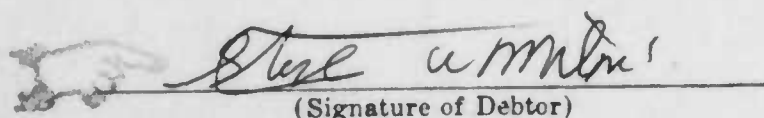
CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

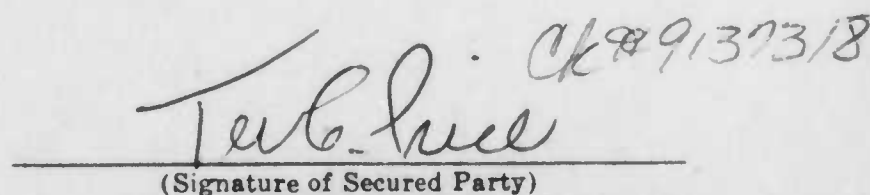
☐ (Products of collateral are also covered)

  
(Signature of Debtor)

Sign Here STANLEY MILESKE  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

  
(Signature of Secured Party)

Maryland National Bank

Type or Print Above Signature on Above Line

## PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY

## FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Annapolis Pipeline, Inc.  
4828 S. Polling House Rd.  
Harwood, MD 20776

Check the box indicating the kind of statement. Check only one box.

- ☒ ORIGINAL FINANCING STATEMENT  
☐ CONTINUATION - ORIGINAL STILL EFFECTIVE  
☐ AMENDMENT  
☐ ASSIGNMENT  
☐ PARTIAL RELEASE OF COLLATERAL  
☐ TERMINATION

RECORD FEE 11.00  
POSTAGE .50

Name &amp; address of Secured Party

Furnival Machinery Company  
7135 Standard Drive  
Hanover, MD 21076

Name &amp; address of Assignee

Associates Commercial Corp.  
4191 Innslake Drive #118  
Glen Allen, VA 23060

RECEIVED 05/19/89  
ERLE SCHAFER  
VA CO. CIRCUIT COURT

Date of maturity if less than five years

Check if proceeds of collateral are covered  
( X )

Description of collateral covered by original financing statement

One (1) Komatsu Model PC300LC-3 Hyd. Excavator SN/ 14600  
complete with all present and future attachments, accessories,  
repairs, replacement parts and the proceeds thereof.

EXEMPT RECORDATION TAX-CONDITIONAL SALE CONTRACT

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Annapolis Pipeline, Inc.

Furnival Machinery Company

Signature of Debtor if applicable (Date)

*William E. Sims*  
William E. Sims, Pres.

Signature of Secured Party if applicable (Date)

*J. P. Wreath* 5/10/89  
J. P. Wreath, Sec/Treas.



541 410

277385

☐ To Be Recorded in Land  
Records

☒ Not Subject to Recordation Tax  
(Purchase Money Transaction)

☐ Subject to Recordation Tax  
on the principal amount of  
\$ \_\_\_\_\_

PLEASE FILE AT:

☐ SDAT

☐ Financing Records  
of Anne Arundel  
County

☐ Financing Records  
of Baltimore  
County

FINANCING STATEMENT

May 8, 1989

1. Debtors:

Address:

ADELL FOOD SERVICE, INC.,  
a Maryland corporation

440 Crain Highway  
Glen Burnie, Maryland 21061

2. Secured Party:

Address:

MARY E. DELLOSPEDALE

1533 Marco Drive  
Pasadena, Maryland 21122

3. This Financing Statement covers the following types (or  
items) of property:

A. All inventory, goods, merchandise, stock-in-trade  
or other personal property, raw materials, parts, supplies,  
work-in-progress and finished products intended for sale of  
every kind and description, whether now owned or hereafter  
acquired, in the custody or possession, actual or  
constructive, of Debtor, including insurance proceeds from  
insurance on any of the above (collectively, the  
"Inventory");

B. All accounts receivable, accounts, other  
receivables, contract rights, chattel paper, instruments  
and documents, and notes, any other obligations or  
indebtedness owned to Debtor from whatever source arising;

RECORD FEE 1.30  
RECORD FEE 11.70  
POSTAGE .50  
#362170 0777 H03 T10:47  
05/19/89  
H. ERLE SCHAFER  
CIRCUIT COURT

135

- 1 -

1182G:05/04/89:80

all rights of Debtor to receive any performance or any payments in money or kind; all guarantees of the foregoing and security therefor; all of Debtor's right, title and interest in an to any United States government contracts now or hereafter entered into by Debtor; all of the right, title and interest of Debtor in and with respect to the goods, services, or other properties that give rise to or that secure any of the foregoing and insurance policies and proceeds relating thereto, and all rights of Debtor as an unpaid seller of goods and services, including but not limited to the rights to stoppage in transit, replevin, reclamation, and resale; and all of the foregoing whether now owned or existing or hereafter created or acquired (the "Accounts");

C. All of Debtor's now owned or hereafter acquired machinery, equipment, trade fixtures, furniture, chattels, furnishings, supplies and fixtures used in connection with Debtor's business (collectively, the "Equipment");

D. All choses in action and causes of action and all other intangible personal property of Debtor of every kind and nature (other than Accounts) now owned or hereafter acquired by Debtor, including, without limitation, corporate and other business records, inventions, designs, blue prints, plans, specifications, patents, patent applications, trademarks, trade names, trade secrets, goodwill and licenses;

E. All products of the above and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering the above, all property received wholly or partly in trade or exchange for the above and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection or any other temporary or permanent disposition of the above or any interest therein.

F. All of the right, title and interest of the Debtor in, to, and under the leases for the facility located at 1420 East Lombard Street, the 21st floor of the World Trade Center and the State Office Building located at 301 West Preston Street.

4. Proceeds of collateral are also covered.

5. The aforesaid items are included as security in a Security Agreement given by Debtor to Secured Party which secures an indebtedness owed by Debtor to Secured Party.

Debtor:

ADELL'S FOOD SERVICE, INC.,  
a Maryland corporation

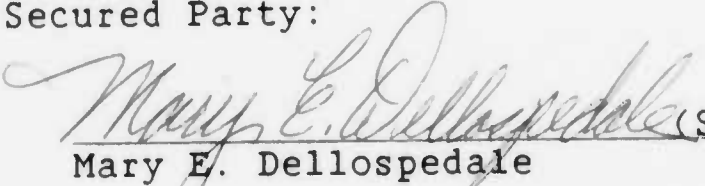
BY: 

(SEAL)

Name:

Title: *President*

Secured Party:

 (SEAL)  
Mary E. Dellospedale

To the Filing Officer: After this statement has been recorded please mail the same to: Allan J. Gibber, Esquire, Melnicove, Kaufman, Weiner & Smouse, P.A., Equitable Bank Center Tower II, 100 South Charles Street, Baltimore, Maryland 21201.

1182G



541 413

277386

☐ To Be Recorded in Land  
Records

☒ Not Subject to Recordation Tax

☐ Subject to Recordation Tax  
on the principal amount of  
\$ \_\_\_\_\_

PLEASE FILE AT:

☐ SDAT

☐ Financing Records  
of Anne Arundel  
County

☐ Financing Records  
of Baltimore  
County

FINANCING STATEMENT

May 8, 1989

1. Debtors:

LEO DEVINE

RITA DEVINE

Address:

1172 Great Oak Court  
Crownsville, Maryland 21032

1172 Great Oak Court  
Crownsville, Maryland 21032

RECORD FEE 12.00  
POSTAGE .50  
#362780 0777 R03 110:47  
05/19/89  
SCHAFER  
AA CO. CIRCUIT COURT

BL  
CLERK

2. Secured Party:

MARY E. DELLOSPEDALE

Address:

1533 Marco Drive  
Pasadena, Maryland 21122

3. This Financing Statement covers the following types (or items) of property:

A. All of the issued and outstanding stock, of Adell Food Service, Inc., a Maryland corporation, whether now or hereafter acquired, owned either legally or beneficially by, or in the custody or possession, actual or constructive, of Debtors (hereinafter the "Stock");

B. All property received wholly or partly in trade or exchange for the above and all rents, revenues, issues, profits and proceeds, including dividends paid to Debtors

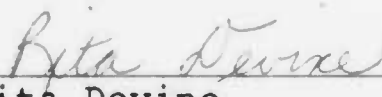
125 - 1 -

with respect to such Stock, arising from the sale, lease, license, encumbrance, collection or any other temporary or permanent disposition of the above or any interest therein.

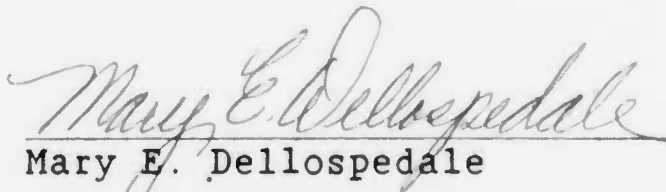
4. Proceeds of collateral are also covered.
5. The aforesaid items are included as security in an Indemnity Security Agreement given by Debtor to Secured Party.

Debtor:

  
\_\_\_\_\_  
Leo Devine (SEAL)

  
\_\_\_\_\_  
Rita Devine (SEAL)

Secured Party:

  
\_\_\_\_\_  
Mary E. Dellospedale (SEAL)

To the Filing Officer: After this statement has been recorded please mail the same to: Allan J. Gibber, Esquire, Melnicove, Kaufman, Weiner & Smouse, P.A., Equitable Bank Center Tower II, 100 South Charles Street, Baltimore, Maryland 21201.

1272G

541 PAGE 415

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any): <u>Bull-Am 1C</u>
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time and Filing Office)
Trans-American Leasing Corp. The Steffey Building St200B 407 Crain Highway Glen Burnie, MD 21061	Chemical Bank 55 Water Street New York, NY 10041 8740-7200-076-000	
4. This statement refers to original Financing Statement bearing File No. <u>#01169 243530 liber452 pg120</u>		
Circuit Court Filed with <u>Anne Arundel Cty. MD</u> Date Filed <u>7/28/1982</u>		
5. <input type="checkbox"/> Continuation.	The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still-effective.	
6. <input checked="" type="checkbox"/> Termination.	Secured party no longer claims a security interest under the financing statement bearing file number shown above.	
7. <input type="checkbox"/> Assignment.	The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 has been assigned to the assignee whose name and address appears in Item 10.	
8. <input type="checkbox"/> Amendment.	Financing Statement bearing file number shown above is amended as set forth in Item 10.	
9. <input type="checkbox"/> Release.	Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.	
10.		

No. of additional Sheets presented:

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

Chemical Bank

By: Anne Rice

Anne Rice, AS

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical



541 416

277387

This <b>FINANCING STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 6-66-280#989		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Leonard, Collinson & Moore, Inc. 1641 Rte. #3, North Suite 207 Crofton, Md. 21114	Dominion Bank of Md. P.O. Box 300 Millersville, Md. 21108	
4. This financing statement covers the following types (or items) of property:  (1) Cat D8H Crawler Tractor Serial #46A9446 (1) Cat D7E Crawler Tractor Serial #48A11023 (1) Cat 70 Pull Scraper Serial #OBL (1) Cat 80 Pull Scraper		5. Assignee(s) of Secured Party and Address(es)  H. ERLE SCHAFER COURT
<b>**Conditional Sale-No Recordation Tax**</b>		
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
Filed with:		
Leonard, Collinson & Moore, Inc.		Dominion Bank of Maryland, N.A.
By: <u>Jane L. [Signature]</u> TITLE: <u>Owner</u>	By: <u>Jerry [Signature]</u> <u>District Vice President</u>	
(1) Filing Officer Copy - Alphabetical		STANDARD FORM / FORM UCC-1.

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

277388

FINANCING STATEMENT

DATE: May 12, 1989

(XXX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_  
Taxable Amount of Debt \$ \_\_\_\_\_

NAME OF DEBTOR (S): Robert R. Gregory, Jr.

ADDRESS: 1601 Chickasaw Road  
Arnold, MD 21012

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT  
ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF  
PROPERTY:

1985 Mitsubishi Hydraulic Excavator Serial Number 4997

RECORD FEE 11.00  
TOTAL 11.00  
#363390 C777 R03 T10:35  
05/22/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT  
POSTAGE .50  
#363390 C777 R03 T10:35  
05/22/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



DEBTOR(S):

SECURED PARTY:

(Company Name)  
BY: [Signature]  
Robert R. Gregory, Jr.

ANNAPOLIS FEDERAL SAVINGS BANK

BY: \_\_\_\_\_  
BY: \_\_\_\_\_

BY: [Signature]  
(Authorized Signature)  
John M. Crook, Senior Vice President  
(Type Name and Title)

(NOTE: Type name under each  
signature and if company,  
type name of company and  
name and title of authorized  
signer.)

11/2

BOOK 541 PAGE 418

TERMINATION STATEMENT

( ) Land (Mortgage)  
Record:  
(X) Financing Statement

Liber 512 Folio 439 File No. 267739

DEBTOR (OR ASSIGNOR)

Name  
Thomas J. Abel

Address  
7612 3rd. St.  
Pasadena, Md. 21122

RECORD FEE 10.00  
#363410 CTTT R03 T10:49  
05/22/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

SECURED PARTY (OR ASSIGNEE)

FIRST UNITED NATIONAL BANK & TRUST  
19 S. Second St.  
Oakland, Maryland 21550



The secured Party (or Assignee) certified that it has terminated the security interest evidenced by the Financing Statement filed as stated above.

The filing officer is authorized to note the termination of that security interest in the index at the number given above, and to return this Termination Statement to the Debtor at the above address.

Secured Party (or Assignee)

FIRST UNITED NATIONAL BANK & TRUST

Dated: April 18, 19 89

By Delores J. Reckart  
Delores J. Reckart, Mtg. Loan Dept.

Type names under signatures

XXXXXX  
Cashier

15.



AA

541 419

277390

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is  
not intended to convert the lease into a security agreement.

1. Lessee

Jimmy Cantler's Riverside Inn, Inc.  
Name or Names

458 Forest Beach Rd. Annapolis, MD 21407  
Address - Street No. City-County State Zip Code

2. Lessor

The Equipment Leasing Company

Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) <sup>FEE (Attach)</sup> <sup>1.00</sup>  
separate list if necessary.) <sup>POSTAGE</sup> <sup>.50</sup>

#363430 CY77 R03 T10:51  
05/12/89

Cash registers & Remote printers  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Lessee:

✓ William R. Cantler  
(Signature of Lessee)  
✓ William R. Cantler, PRES  
(Type or Print) (Include Title)  
William R. Cantler, Pres.

Lessor:

THE EQUIPMENT LEASING COMPANY

DENNIS HORNER  
(Signature of Lessor) **PRESIDENT**  
Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:  
The Equipment Leasing Company, , Box 307, Riderwood, Maryland 21139.

11.8

AA

BOOK 541 PAGE 420

277391

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is  
not intended to convert the lease into a security agreement.

1. Lessee

E.W. Miller

Name or Names

1203 Priestford Road, Street, MD 21154

Address - Street No. City-County State Zip Code

2. Lessor

The Equipment Leasing Company

Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

79 Catapillar Front End Loader  
931 Model

RECORD FEE 1.10  
RECORD FEE 9.90  
POSTAGE .50  
#363440 0777 R03 T10:52  
05/22/89



Lessee:

E.W. MILLER

✓ E. W. Miller  
(Signature of Lessee)

✓ OWNER  
(Type or Print) (Include Title)

Lessor:

H. ERLE SCHAFER  
THE EQUIPMENT LEASING COMPANY  
CIRCUIT COURT

✓ [Signature]  
(Signature of Lessor)

G. ARNOLD KAUFMAN  
CEO  
Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:  
The Equipment Leasing Company, , Box 307, Riderwood, Maryland 21139.

11/8

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263027

RECORDED IN LIBER 501 FOLIO 204 ON July 29, 1986 (DATE)

## 1. DEBTOR

Name Trans- American Leasing Corp.

Address The Steffey Bldg., Ste.200-B, 407 Crain Highway Glen Burnie, Md. 21061

## 2. SECURED PARTY

Name Irvington Federal Savings & Loan Assn.

Address 7711 Quarterfield Road Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XXX (Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p>

RECORD FEE 10.00  
POSTAGE .50  
#363450 0777 R3 T10:54  
05/22/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

BL  
CLERK

Dated May 5, 1989

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson - Senior Vice President  
Type or Print Above Name on Above Line

Filed in Anne Arundel County.

Meinert



STATE OF MARYLAND

BOOK 541 PAGE 422

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 270417

RECORDED IN LIBER 519 FOLIO 388 ON Oct. 29, 1987 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.

Address The Steffey Bldg. Ste. 200-B, 407 Crain Highway Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Assn.

Address 7711 Quarterfield Road Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒ XEX  
(Indicate whether amendment, termination, etc.)

TERMINATION

RECORD FEE 10.00  
POSTAGE .50  
#363460 0777 R03 T10:55  
05/22/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



Dated May 5, 1989

*Susan L. Thompson*  
(Signature of Secured Party)

Susan L. Thompson - Senior Vice President  
Type or Print Above Name on Above Line

Filed in Anne Arundel County.

*Pioneer*

TRANS AMERICAN LEASING CORPORATION  
THE STEFFEY BUILDING  
SUITE 200B 407 CRAIN HIGHWAY  
GLEN BURNIE, MD 21061

DATE	INVOICE	AMOUNT

65 313-550

2693

541 PAGE 423

PAY AMOUNT	<u>5/5/89</u>	TO THE ORDER OF	<u>Check Attn: Limit Cost</u>	GRACY PAY	GR AMT	OTHER	ALLOW	DISC	CHECK AMOUNT
									<u>2100</u>

BANK OF GLEN BURNIE, MARYLAND

⑈002693⑈ ⑈055003⑈33⑈

0⑈4227560⑈⑈

## STATE OF MARYLAND

### UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-1

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263027

RECORDED IN LIBER 501 FOLIO 204 ON July 29, 1986 (DATE)

#### 1. DEBTOR

Name Trans- American Leasing Corp.

Address The Steffey Bldg., Ste. 200-B, 407 Crain Highway, Glen Burnie, Md. 21061

#### 2. SECURED PARTY

Name Irvington Federal Savings & Loan Assn.

Address 7711 Quarterfield Road Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

#### 3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒  
(Indicate whether amendment, termination, etc.)

TERMINATION

Dated May 5, 1989

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson - Senior Vice President  
Type or Print Above Name on Above Line

Filed in Anne Arundel County.

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 507 Page No. 322  
 Identification No. 265792 Dated Feb. 3, 1987

1. Debtor(s) { Design Pavements, Inc.  
 Name or Names — Print or Type  
P. O. Box 728 Millersville, Md. 21108  
 Address — Street No., City - County State Zip Code
2. Secured Party { First National Bank of Md.  
 Name or Names—Print or Type  
18 West Street Annapolis, Md. 21401  
 Address—Street No., City - County State Zip Code
3. Maturity Date (if any) \_\_\_\_\_
4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00  
 #363470 0777 R03 T10:56  
 05/22/89  
 H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT



Dated: May 1, 1989

First National Bank of Md.  
Trudve N. Weisberg  
 (Name of Secured Party)  
[Signature]  
 (Signature of Secured Party)  
Loan Accounting Officer  
 Type or Print (Include Title if Company)

15

d



## FINANCING STATEMENT FORM UCC-1

Identifying File No. **277392**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Edward Kiser  
Address P.O. Box 647, Rivera Beach, MD 21122

## 2. SECURED PARTY

Name N.J. Richardson & Sons, Inc.  
Address 6400 Windsor Mill Rd., Baltimore, MD 21207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1	Kubota	F2000	Tractor	12575
1	Kubota	RC60-F24	Mower	10152

Name and address of Assignee

KUBOTA CREDIT CORPORATION

P.O. Box 105598

Atlanta, GA 30348-5598

11.00

POSTAGE

.50

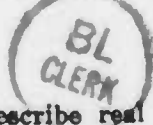
54900-817776

MAY 22 11:00

05/22/89

H. ENLE SCHAFER

AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Edward Kiser  
(Signature of Debtor)Edward Kiser  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

W E Richardson Pres.  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

TO BE FILED WITH  
Anne Arundel County  
RECORDATION TAX PAID TO  
ANNE ARUNDEL COUNTY AT TIME  
OF RECORDATION OF DEED OF TRUST

BOOK 541 PAGE 426

277394

FINANCING STATEMENT

1. Name & Address of Debtor: BLACKWELL & SANDRIDGE CLASSIC HOME BUILDERS, INC.  
810 Richardson Drive  
Harwood, Maryland 20776
2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB  
1726 West Street  
Annapolis, Maryland 21401
3. This Financing Statement covers the following types (or items) of property:
  - (a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at 930, 936 and 940 FRANKLIN MANOR BEACH ROAD, Churchton, Maryland, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon 930, 936 and 940, FRANKLIN MANOR BEACH ROAD, Churchton, Maryland, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.
  - (b) Proceeds of all collateral are covered.
4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:  
BLACKWELL & SANDRIDGE CLASSIC HOME  
BUILDERS, INC.

BY: James J. Blackwell, President

Secured Party:  
SEVERN SAVINGS BANK, FSB

By: Alan J. Hyatt, President

RECORD FEE 11.00  
PORTAGE .50

#571780 C345 R01 T10:56

05/23/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Exhibit A

BOOK 541 PAGE 427

Being known and Designated as Lots Numbered 2, 3 and 4, as shown on a Plat entitled MINOR SUBDIVISION OF THE SEIDMAN PROPERTY FRANKLIN MANOR BEACH RD., CHURCHTON, which said plat is recorded among the Land Records of Anne Arundel County in Plat Book 118, page 14.



277395

## FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at \_\_\_\_\_  
 2. ☒ To Be Recorded among the Financing Records at Anne Arundel County  
 3. ☒ Not subject to Recordation Tax.  
 4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s): Technology Leasing Associates Address(es): 121 Cathedral Street  
Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department: Anne Arundel Review Unit  
Post Office Box 987, Mailstop 500-270  
Baltimore, Maryland 21203  
 Attention: Claude Patrick  
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):  
 Assignment of Lease dated February 7, 1989 between Technology Leasing Associates, ("Lessor"), and Essex Corporation, ("Lessee"), for the following equipment:  
 SEE ATTACHED SCHEDULE A FOR DESCRIPTION

Debtor: Technology Leasing Associates

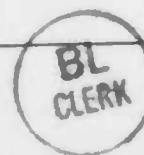
Secured Party: Maryland National Bank

By: M. Willson Offutt (Seal)  
 Type name and title, if any M. Willson Offutt, IV, Gen. Part.

By: \_\_\_\_\_ (Seal)

By: Leonard E. Moodispaw (Seal)  
 Type name and title, if any Leonard E. Moodispaw, Gen. Part.

Type name and title



RECEIVED (Seal) 14.00  
 POSTAGE .50  
 4572190 0345 R01 T12:55  
 05/23/89

207-95 REV. 1/86

## MARYLAND NATIONAL BANK

By: Richard E. Walters (Seal)  
 Richard E. Walters, Gen. Part.

H. ERLE SCHAFER  
 AG CO. CIRCUIT COURT



# DYNAMIC SOLUTIONS, INC.

Personal Computer Sales, Service, Installation & Upgrades  
Local Area Network Consulting, Sales & Installation

BOOK 541 PAGE 429

10409 Cleary Lane  
Mitchellville, Md. 20716

SCHEDULE A

## INVOICE FORM

Rt. 3 Box 225N5  
Berkeley Springs, WV. 25411

APRIL 3, 1989

TO:  
TECHNOLOGY LEASING ASSOC.  
121 CATHEDRAL ST  
ANNAPOLIS, MD 21401

FROM:  
DYNAMIC SOLUTIONS, INC.  
ROUTE 3 BOX 225N5  
BERKELEY SPRINGS, WV 25411

EQUIPMENT DESCRIPTION	PRICE	QTY	TOTAL
IBM AT compatible with: 10 Mhz 80286 processor. 640K RAM. 40 MB Hard Drive. 1.2 MB 5.25" Floppy Drive. EGA Card & Monitor. 84 Key Keyboard. Ser.& Par. Ports. MSDOS 3.3 & manual.....	\$1900	2	\$3800
IBM AT compatible with: 10 Mhz 80286 processor. 640K RAM. 40 MB Hard Drive. 1.2 MB 5.25" Floppy Drive. Color Graphics Card & Monitor. 84 Key Keyboard. Ser.& Par. Ports. MSDOS 3.3 & manual.....	\$1699	1	\$1699
IBM AT compatible with: 10 Mhz 80286 processor. 640K RAM. 40 MB Hard Drive. 1.2 MB 5.25" Floppy Drive. Monochrome Graphics Card. Amber Monitor. 84 Key Keyboard. Ser.& Par. Ports. MSDOS 3.3 & manual.....	\$1475	1	\$1475
IBM AT compatible with: 10 Mhz 80286 processor. 640K RAM. 30 MB Hard Drive. 1.2 MB 5.25" Floppy Drive. Monochrome Graphics Card. Amber Monitor. 84 Key Keyboard. Ser.& Par. Ports. MSDOS 3.3 & manual.....	\$1300	3	\$3900
Kyocera F1000A Laser Printer w/8.5"x14" tray...	\$2349	1	\$2349
Hewlett-Packard LaserJet II Laser Printer.....	\$1690	1	\$1690
Okidata ML 393 24 pin dot matrix printer.....	\$995	6	\$5970
Okidata ML 321 9 pin dot matrix printer.....	\$499	3	\$1497
6 PC to 1 printer serial autoswitch.....	\$249	1	\$249
2 PC to 1 printer parallel autoswitch.....	\$135	5	\$675
Parallel Printer cable 6'.....	\$12	19	\$228
Serial Printer cable 6'.....	\$12	7	\$84
TOTAL COST OF ALL EQUIPMENT.....			\$23,616
TOTAL TAXES.....(5% MD STATE SALES TAX).....			\$1,180.80
GRAND TOTAL.....			\$24,796.80

541 430

FINANCING STATEMENT

1.        To Be Recorded in the Land Records.
2.   1   To Be Recorded among the Financing Statement Record.
3.   X   Not subject to Recordation Tax.
4.        Subject to Recordation Tax on an initial debt in the principal amount of                     . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of                     .

5. Debtor's Name                      Address

Najoles Partnershp, *JJD* 303  
a Maryland general *Ofc* 317 Najoles Road  
partnership                      Millersville, MD 21108

6. Secured Party                      Address

First National Bank              18 West Street  
of Maryland                      Annapolis, MD 21401

7. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

RECORD FEE

15.00

C. Accounts. All of the accounts of Debtor (including, without limitation, all notes, notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

POSTAGE

.50

D. General Intangibles. All of the general intangibles of Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

BL  
CLERK

E. All Equipment, Machinery, Furniture and Fixtures. All of the equipment, machinery, furniture and fixtures of Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

4295720-5055 R04 713:59

05/23/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

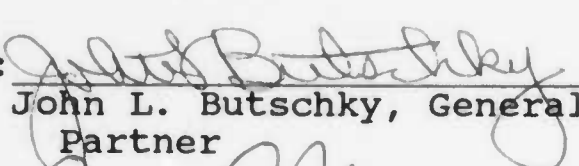
15/0

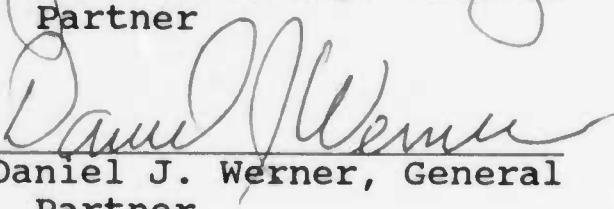


8. All or a portion of the property described above is affixed or is to be affixed to on the real estate described on Exhibit A attached hereto and made a part hereof by reference.

DEBTOR:

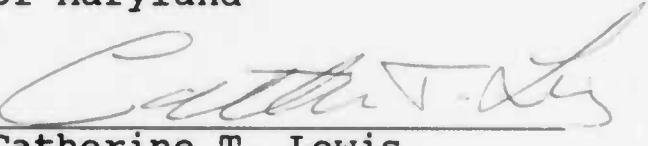
NAJOLES PARTNERSHIP, a  
Maryland general partnership

By:   
John L. Butschky, General  
Partner

By:   
Daniel J. Werner, General  
Partner

SECURED PARTY:

First National Bank  
of Maryland

By:   
Catherine T. Lewis  
Assistant Vice President

Address where Collateral  
will be located:

317 Najoles Road  
Millersville, MD 21108

Mr. Clerk: Please return to M. Willson Offutt IV, Esquire,  
Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral  
Street, P.O., Box 868, Annapolis, Maryland 21404.

A:F42708.FS F #20

BEING KNOWN AND DESIGNATED as Unit 113 and Unit 114, Phase I, of THE CONCOURSE, A COMMERCIAL CONDOMINIUM, A Condominium established under the provisions of Title 11 of the Real Property Article of the Annotated Code of Maryland (1981 Edition, as amended) by the effect of a Declaration dated May 16, 1989 and recorded among the Land Records of Anne Arundel County in Liber 4849, folio 19, et seq. entitled "THE CONCOURSE, A COMMERCIAL CONDOMINIUM, DECLARATION OF CONDOMINIUM REGIME", made by RICHARD POLM, all as the Unit and Condominium are defined in the Declaration and are shown on those Certain Condominium Plats entitled, "PHASE PLAT, THE CONCOURSE, A PLANNED INDUSTRIAL COMPLEX", dated April, 1989 and recorded among the Land Records of Anne Arundel County in Plat Book E-42, at Plat Pages 4 through 9, inclusive, and otherwise designated as Plat Numbers 2054 through 2059, inclusive. The improvements thereon being known and designated as Units 113 and Unit 114, #303 Maryland Route 3 South, Millersville, 21108.

TOGETHER WITH the undivided percentage interest and ownership in the common elements of the Condominium which is attendant to each such Unit under the provisions of Article Four of the Declaration and Exhibit "B" to the Declaration, as the Common Elements are defined in said Declaration and are shown on the Condominium Plats, aforesaid.

BEING the same property described in a Deed of even date herewith from Richard E. Polm to Najoles Partnership, a Maryland General Partnership, recorded or intended to be recorded immediately prior hereto among the aforesaid Land Records.

FINANCING STATEMENT

1.        To Be Recorded in the Land Records.
2.   ✓   To Be Recorded among the Financing Statement Record.
3.   X   Not subject to Recordation Tax.
4.        Subject to Recordation Tax on an initial debt in the principal amount of                     . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of                     .

5. Debtor's Name                      Address  
       Anarex, Inc., a                      317 Najoles Road  
       Maryland corporation              Millersville, MD 21108
6. Secured Party                      Address  
       First National Bank              18 West Street  
       of Maryland                      Annapolis, MD 21401

7. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

Leasehold Improvements. All of Obligor's present and future improvements to the real property known as 317 Najoles Road as more particularly described in Exhibit A attached hereto.

8. All or a portion of the property described above is affixed or is to be affixed to on the real estate described on Exhibit A attached hereto and made a part hereof by reference.

## DEBTOR:

ANAREX, INC. a Maryland  
 corporation

By:

John L. Butschky  
 John L. Butschky,  
 President

## SECURED PARTY:

First National Bank  
 of Maryland

By:

Catherine T. Lewis  
 Catherine T. Lewis  
 Assistant Vice President

RECORD FEE 11.00

POSTAGE .50

Address where Collateral  
 will be located:

317 Najoles Road  
 Millersville, MD 21108

Mr. Clerk: Please return to M. Willson Offutt IV, Esquire,  
 Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral  
 Street, P.O., Box 868, Annapolis, Maryland 21404.

A:F42708.FS F #20



#295700 0055 R04 713:59

05/23/89

H. ERLE SCHAFER

DA CO. CIRCUIT COURT

1100  
82



EXHIBIT A

BOOK 541 PAGE 434

BEING KNOWN AND DESIGNATED as Unit 113 and Unit 114, Phase I, of THE CONCOURSE, A COMMERCIAL CONDOMINIUM, A Condominium established under the provisions of Title 11 of the Real Property Article of the Annotated Code of Maryland (1981 Edition, as amended) by the effect of a Declaration dated May 16, 1989 and recorded among the Land Records of Anne Arundel County in Liber 4849, folio 19, et seq. entitled "THE CONCOURSE, A COMMERCIAL CONDOMINIUM, DECLARATION OF CONDOMINIUM REGIME", made by RICHARD POLM, all as the Unit and Condominium are defined in the Declaration and are shown on those Certain Condominium Plats entitled, "PHASE PLAT, THE CONCOURSE, A PLANNED INDUSTRIAL COMPLEX", dated April, 1989 and recorded among the Land Records of Anne Arundel County in Plat Book E-42, at Plat Pages 4 through 9, inclusive, and otherwise designated as Plat Numbers 2054 through 2059, inclusive. The improvements thereon being known and designated as Units 113 and Unit 114, #303 Maryland Route 3 South, Millersville, 21108.

TOGETHER WITH the undivided percentage interest and ownership in the common elements of the Condominium which is attendant to each such Unit under the provisions of Article Four of the Declaration and Exhibit "B" to the Declaration, as the Common Elements are defined in said Declaration and are shown on the Condominium Plats, aforesaid.

BEING the same property described in a Deed of even date herewith from Richard E. Polm to Najoles Partnership, a Maryland General Partnership, recorded or intended to be recorded immediately prior hereto among the aforesaid Land Records.

541 435

277398

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) General Paving Co., Inc 12001 Guilford Rd Jessua, MD 20701 540626034 AA	2. Secured Party(ies) and address(es) JOHN DEERE INDUSTRIAL EQUIP. CO P.O. BOX 65090 WEST DES MOINES, IA 50265	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #365300 CT/T A03 115423 05/23/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: N JD 450E CDZR sn 729696 Regarding UCC-1 financing statement filed with Stafford County, VA on 29DEC86 at file number 1358 Debtor has moved to the above described address and this now needs to be filed with Anne Arundel County, MD. This statement is being filed without debtor's signature to perfect a security interest in collateral already subject to a security interest in the above described jurisdiction.		5. Assignee(s) of Secured Party and Address(es)
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. Check <input checked="" type="checkbox"/> if covered. <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		Filed with:
By: _____ Signature(s) of Debtor(s)		JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY By: <u>Rose A Riggs</u> Signature(s) of Secured Party(ies)
(1) Filing Officer Copy - Alphabetical <u>116</u> STANDARD FORM - FORM UCC-1.		

541 436

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

## THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 453

Page No. 230

Identification No. 243931

Dated Aug. 25, 1982

1. Debtor(s) { LLL, INC. T/A MARYLAND INSURANCE AGENCY  
Name or Names—Print or Type  
16 VILLAGE GREEN CROFTON - A.A. MD 21114  
Address—Street No., City - County State Zip Code

2. Secured Party { THE CITIZENS NATIONAL BANK  
Name or Names—Print or Type  
390 MAIN STREET LAUREL - P.G. MD #20707 FEE 1.00  
Address—Street No., City - County State Zip Code .50

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) AMENDMENT TO CHANGE NAME</p>



NEW NAME: MARYLAND INSURANCE AGENCY, INC.

\*\* THIS FILING IS TO REFLECT A LEGAL NAME CHANGE AND DOES NOT REPRESENT  
A NEW ADVANCE OF LOAN FUNDS \*\*

RECORD FEE 9.00  
#745590 CY77 R03 T15:55  
05/23/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Dated: 5-22-89

THE CITIZENS NATIONAL BANK

MARYLAND INSURANCE AGENCY, INC.

Name of Secured Party

Signature of Secured Party

Leonard L. Lamprey, President

MARILYN F. HORTON, ASSISTANT VICE PRES.

Type or Print (Include Title if Company)

FMB 1216 MS

1530



## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

Identifying File # 541 437 8277339

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

CONTRACT # 29820 - 817861

## 1. DEBTOR

Name Robert WalshAddress 1005 Double Gate Road, Davidsonville, Md. 21035

## 2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.Address 15410 CHRYSLER DRIVEUPPER MARLBORO, MD 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

1 New Kubota G1900S Tractor; 10190

1 New Kubota RC60G20 Mower; 10352

Name and address of Assignee  
KUBOTA CREDIT CORPORATION  
P.O. Box 105598  
Atlanta, GA 30348-5598

POSTAGE



"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

CHECK ☒ THE LINES WHICH APPLY6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Robert Q. Walsh  
(Signature of Debtor)Robert Walsh  
Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

LARRY E. GROFF

TO BE RECORDED AMONG THE

541 438

THIS TRANSACTION IS SUBJECT TO  
RECORDATION TAXES ON THE AMOUNT  
OF \$ 25,000.00, WHICH HAVE  
BEEN PAID TO THE CLERK OF THE  
CIRCUIT COURT FOR Anne Arundel

FINANCING STATEMENT

277400

Thomas R. Dent and Mary W. Dent

253 Abbots Lane, Arnold, Maryland 21012

1. Debtor(s)

2. Secured  
Party

REGAL SAVINGS BANK, F.S.B.

10123 Reisterstown Road, Owings Mills, Maryland 21117

3. This Financing Statement covers the following types of property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

4. If the above personal property is to be affixed to real property, describe  
real property.

5. Proceeds of collateral are covered.

6. Products of collateral are covered.

RECORD FEE 14.00  
POSTAGE .50  
4459280 C237 R01 T09:39  
05/24/89



H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

DEBTOR(S):

Thomas R. Dent  
Thomas R. Dent

Mary W. Dent  
Mary W. Dent

SECURED PARTY:

REGAL SAVINGS BANK, F.S.B.

BY \_\_\_\_\_

After this statement has been recorded please return to:

Dackman and Heyman, Attorneys, 2221 Maryland Avenue, Baltimore, Md. 21218

1400  
50

1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnances, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcels of land (and the improvements now or hereafter existing thereon) situated in

Anne Arundel County, Maryland, which said parcels are more fully described in Exhibit A attached hereto as a part hereof.



## EXHIBIT "A"

BEGINNING FOR THE FIRST thereof at an iron pipe driven in the ground at the corner formed by the intersection of the northeast side of Cockey's Creek Road, thirty feet wide as now laid out, and the northwest side of Pine Road, thirty feet wide as now laid out; said place of beginning being also at a point distant south twenty three degrees two minutes west ninety eight and one tenth feet measured along the said northwest side of said Pine Road from the southeast corner of the lot of ground conveyed by M.J. Swift and Co., Inc. to James L. Hawkins and wife by deed dated September 15, 1938 and recorded among the Land Records of Anne Arundel County in Liber FAM No. 189 folio 116 and running thence from said place of beginning, binding on the said northeast side of said Cockeys Creek Road, north seventy three degrees fifteen minutes west three hundred fifteen and forty one-hundredths feet to an iron pin and to the southeast side of the Community Beach thence north sixty six degrees sixteen minutes east binding on the said southeast outline of said Community Beach seventy eight and five one hundredths feet to an iron pin thence south seventy three degrees fifteen minutes east two hundred sixty one and forty two one hundredths feet to intersect the aforesaid northwest side of said Pine Road thence south twenty three degrees two minutes west binding on the said northwest side of said Pine Road, forth nine and five one hundredths feet, more or less, to the place of beginning. Containing three hundred Twenty Three one thousandths (0.323) of an acre of land, more or less, and laid out on a Plat as the Lucian A. Smith by Keller and Keller, C.B. and Surveyors, on June 26, 1947.

BEGINNING FOR THE SECOND thereof at an iron pin driven in the ground on the northwest side of Pine Road thirty feet wide as now laid out at a point distant south twenty three degrees two minutes west forty nine and five one hundredths feet measured along the said northwest side of said Pine Road from the southeast corner of the lot of ground conveyed by M.J. Swift and Co., Inc. to James L. Hawkins and wife by deed dated September 15, 1938 and recorded among the Land Records of Anne Arundel County in Liber FAM No. 189 folio 116, and running thence from said place of beginning leaving the said northwest side of said Pine Road, north seventy three degrees fifteen minutes west two hundred sixty one and forty two one hundredths feet to an iron pin and to the southwest outline of the Community Beach, thence north sixty six degrees sixteen minutes east binding on the said southeast outline of said Community Beach seventy eight and five one hundredths feet to an iron pin, thence south seventy three degrees fifteen minutes East and binding on a southern outline of the said Communitie Beach sevent and forty four one hundredths feet to an rion stake, thence continuing the same course and binding on the southwest outline of the aforementioned James L. Hawkins lot south seventy three degrees fifteen minutes east two Hundred feet to intersect the aforesaid northwest side of said Pine Road, thence south twenty three degrees two minutes west binding on the said northeast side of said Pine Road, forty nine anf five one hundredths feet more or less to the place of beginning. Containing two hundred sixty two one thousandths (0.262 of an acre of land, more or less, as laid out on a Plat as the Charles William Smith place by keller and Kellber C.E. and Surveyors, on June 26, 1947.

The improvements thereon being known as NO. Route 10, Box 56 Swift Road, now known as 60 George Road.

BEING THE SAME LOT OF GROUND described in a Deed dated September 8, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4239 folio 110 was granted and conveyed by Albert E. Engelskirch and wife unto Thomas R. Dent and Mary W. Dent, his wife.

## STATE OF MARYLAND

541 441

## UNIFORM COMMERCIAL CODE

## STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264061

none on none on

RECORDED IN LIBER file FOLIO file ON 10/6/86 (DATE)

## 1. DEBTOR

Name Severn Graphics, Inc.

Address 7590 Ritchie Highway, Glen Burnie, MD 21061

## 2. SECURED PARTY

Name Baltimore Federal Financial

Address P.O. Box 116

Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above

## 3. Maturity date of obligation (if any)

RECORD FEE 10.00  
POSTAGE .50  
#302500 0777 H03 109:10  
05/24/89H. ERLE SCHAFER  
CIRCUIT COURTCHECK ☒ FORM OF STATEMENTA. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: ☐  
(Indicate whether amendment, termination, etc.)

See Attached Schedule "A"

Assignee: Circle Business Credit, Inc.  
110 S. Jefferson Plaza  
Whippany, NJ 07981

Dated

May 16, 1988

(Signature of Secured Party)

R. W. Winkler SR ASST Secy

Type or Print Above Name on Above Line

BOOK 541 PAGE 442

SCHEDULE A

<u>Quantity</u>	<u>Description</u>
7	Super Chromega D5XL Enlargers with Power Supply
7	Voltage Stabalizer
7	50mm F 2.8 Rodagon Lens
7	80mm F 4.0 Rodagon Lens
7	135mm F 5.6 Rodagon Lens
7	2¼x2¼ Negative Carrier
7	4x5 Negative Carrier
7	35mm Slide Carrier
7	Wall Mounts
7	Wall Brace
7	Beseler Timer
7	35mm Negative Carrier



STATE OF MARYLAND

2015

541 443

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260461

RECORDED IN LIBER 494 FOLIO 575 ON 2-18-86 (DATE)

1. DEBTOR

Name Severn Graphics, Inc.  
Address 7590 Ritchie Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial  
Address P.O. Box 116  
Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

RECORD FEE 10.00  
POSTAGE .50  
4365610 CITY R03 709:11  
05/24/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: See Attached Schedule "A"</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Assignee: Circle Business Credit, Inc. 110 S. Jefferson Plaza Whippany, NJ 07981</p>	



Dated May 16, 1988

R. W. Weinhold Sr.  
(Signature of Secured Party)  
R. W. Weinhold Sr. Asst. Secy  
Type or Print Above Name on Above Line

541 444

SCHEDULE A

<u>Quantity</u>	<u>Description</u>
2	InterCAD 1040 Work Stations w/Apollo DN300 Computer, one Megabyte of Memory
1	Apollo 70 Megabyte Winchester Disc
1	Hewlett Packard "E" Size Engineering Plotter
1	Imagen Model 8/300 Laser Printer
1	Alphanumeric C.R.T.

## STATE OF MARYLAND

Sch 4  
541 445UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257257

RECORDED IN LIBER 486 FOLIO 454 ON 7-2-85 (DATE)

## 1. DEBTOR

Name Severn Graphics, Inc.  
Address 7590 Richie Highway, Glen Burnie, Maryland 21061

## 2. SECURED PARTY

Name Baltimore Federal Financial  
Address P.O. Box 116, Baltimore, Maryland 21203RECORD FEE 10.00  
POSTAGE .50  
#365620 CT17 R03 109:11  
05/24/89Person And Address To Whom Statement Is To Be Returned If Different From Above H. EBLE SCHAFER  
CIRCUIT COURT

## 3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENTA. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:  
See Attached Schedule "A"D. Other: ☐  
(Indicate whether amendment, termination, etc.)Assignee: Circle Business Credit, Inc.  
110 S. Jefferson Plaza  
Whippany, New Jersey 07981BL  
CLERK

Dated

8-23-88

(Signature of Secured Party)

Frank J. Rosenberger  
Type or Print Above Name on Above Line



BOOK 541 p.446

SCHEDULE A

Quantity

Description

1

Wing Lynch Processor, Model E6 Film  
processor, 5 gallon tank, 35mm tube set,  
1x5 tube set, double 8x10 tube set

1

Wing Lynch Processor, Model C41 Black  
& White processor, Chiller, 35mm tube set,  
4x5 tube set, double 8x10 tube set.

## STATE OF MARYLAND

541 447

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255169  
RECORDED IN LIBER 481 FOLIO 320 ON 1-11-85 (DATE)

## 1. DEBTOR

Name Severn Graphics, Inc.  
Address 7590 Richie Highway, Glen Burnie, Maryland 21061

## 2. SECURED PARTY

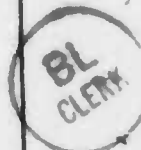
Name Baltimore Federal Financial  
Address P.O. Box 116, Baltimore, Maryland 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: See Attached Schedule "A"	<b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)
<p>Assignee: Circle Business Credit, Inc. 110 S. Jefferson Plaza Whippany, New Jersey 07981</p>		

10.00  
.50  
POSTAGE  
#365630 CTTT R03 T09:12  
05/24/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



Dated

8-23-88

(Signature of Secured Party)

Frank J. Rosenberger

Type or Print Above Name on Above Line

SCHEDULE A

Quantity

Description

1	Constamat-R 33-12 Ciba P-3 Processor, w/replenisher system and tanks
1	Automatic roll feed and take-up
1	Water control panel standard



## STATE OF MARYLAND

BOOK 541 PAGE 449

## UNIFORM COMMERCIAL CODE

## STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251813

RECORDED IN LIBER 472 FOLIO 562 ON 4/27/84 (DATE)

## 1. DEBTOR

Name Severn Graphics, Inc.  
Address 7590 Ritchie Highway, Glen Burnie, MD 21061

## 2. SECURED PARTY

Name Baltimore Federal Financial  
Address P.O. Box 116  
Baltimore, MD 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: <u>See Attached Schedule "A"</u>	<b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)
<p>Assignee: <u>Circle Business Credit, Inc.</u> <u>110 S. jefferson Plaza</u> <u>Whippany, NJ 07981</u></p>		

RECORD FEE 10.00  
POSTAGE .50  
#365640 C177 R03 109:12  
05/24/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Dated May 16, 1988

[Signature]  
(Signature of Secured Party)  
R. W. Weinkopf, Jr. Asst. Secy  
Type or Print Above Name on Above Line

SCHEDULE A

<u>Quantity</u>	<u>Description</u>
1	Model 17 Film Processor with Water Panel
1	Model 500 Process Camera
1	Model CP35 Color Processor
1	50" DuPont Laminator
1	Film Dryer Cabinet

Equipment located At: 1522 K Street N.W., Washington, D.C.

<u>Quantity</u>	<u>Description</u>
1	Model 2100 Process Camera
1	Model 17 Film Processor with Water Filter
2	Model CP35 Color Processors
1	Waxer
1	Compugraphic Typesetter

## STATE OF MARYLAND

541 451

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269068  
RECORDED IN LIBER 516 FOLIO 02 ON 8/13/87 (DATE)

## 1. DEBTOR

Name Severn Graphics, Inc.  
Address 7590 Richie Highway, Glen Burnie, Maryland 21061

## 2. SECURED PARTY

Name Baltimore Federal Financial  
Address P.O. Box 116, Baltimore, Maryland 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any)

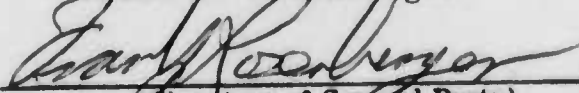
CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: See Attached Schedule "A"	<b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)
Assignee: Circle Business Credit, Inc. 110 S. Jefferson Plaza Whippany, New Jersey 07981		RECORD FEE 10.00 POSTAGE .50 #365650 077 R03 109:12 05/24/89 H. ERL: SCHAFER AA CO. CIRCUIT COURT

BL  
CLERK

Dated

8-23-88

Frank J. Rosenberger

  
(Signature of Secured Party)

Type or Print Above Name on Above Line



SCHEDULE A

<u>Quantity</u>	<u>Description</u>
1	100d-Plus Graphic Console
1	Tektronics #4632 HD Copier
1	Laser Printer (new or refurbished * 90 day warranty)
1	Digi-Sketch Drawing software
1	Font-Pak 6 includes 6 additional fonts
1	Texture software for laser printer
1	Annamation Software

FILE WITH: ANNE ARUNDEL CNTY

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 541 PAGE 453  
Identifying File No. 277401

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXX~~ LESSEE:

Name NATIONWIDE MUTUAL INSURANCE COMPANY

Address ONE NATIONWIDE PLAZA, COLUMBUS, OH 43216

2. ~~XXXXXXXXXXXX~~ LESSOR:

Name DECIMUS CORPORATION

Address 353 SACRAMENTO STREET, 14 FLOOR, SAN FRANCISCO, CA 94111

ATTN: MILLIE SABO

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 1.10  
RECORD FEE 9.90  
94111  
#35570 CITT R03 109:13  
05/24/89  
H. EARLE SCHAFER  
AA CO. CIRCUIT COURT



3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

SEE ATTACHED EXHIBIT A TO EQUIPMENT SCHEDULE BB.

"NOT SUBJECT TO RECORDATION TAX"

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

(Signature of ~~Debtor~~) LESSEE

Gary M. Hall, ASSOCIATE V.P. OF DATA PROCESSING  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of ~~XXXXXX~~) LESSOR

Type or Print Above Signature on Above Line  
DOUG BREMMOND, V.P. OPERATIONS

541 454

EXHIBIT A TO UCC

FOR SCHEDULE BB

NATIONWIDE MUTUAL INSURANCE COMPANY

Equipment: IBM

<u>QTY</u>	<u>TYPE</u>	<u>MODEL/ FEATURE</u>	<u>INV. #</u>	<u>LOCATION</u>
1	3174	51R	E113577	2500 Riva Road, SE Annapolis, MD 21401

This financing statement is filed solely for notice and precautionary purpose and the filing hereof shall not be deemed evidence of any intention of the parties to create a security interest under the Uniform Commercial Code or to enter into other than a true lease transaction.

"NOT SUBJECT TO RECORDATION TAX



## STATE OF MARYLAND

541 455

## UNIFORM COMMERCIAL CODE

## STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272861

RECORDED IN LIBER 527 FOLIO 59 ON May 17, 1988 (DATE)

## 1. DEBTOR

Name Trans-Financial Leasing Corp.

Address The Steffey Bldg., Ste. 200-B, 407 Crain Highway Glen Burnie, Md. 21061

## 2. SECURED PARTY

Name Irvington Federal Savings &amp; Loan Assn.

Address 7711 Quarterfield Road Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒  
(Indicate whether amendment, termination, etc.)

TERMINATION

RECORD FEE 0.00  
POSTAGE .50  
#365730 0777 R03 109:18  
07/24/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



Dated May 15, 1989

*Susan L. Thompson*  
(Signature of Secured Party)

Susan L. Thompson - Senior Vice President  
Type or Print Above Name on Above Line

Anne Arundel County

90001394  
Richmond.bte

FINANCING STATEMENT

100% 541 456  
☒ Not subject to recordation tax  
☐ Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): D. D. S., Inc.  
Address: 565 Baltimore-Annapolis Blvd.  
Severna Park, MD 21146

277402

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: ~~XXXXXXXXXXXXXXXXXXXX~~  
~~Silver Spring, Maryland 20910~~  
~~XXXXXXXXXXXXXXXXXXXX~~

2001 Davidsonville Road  
Crofton, MD 21114

3. This Financing Statement covers the following types (or items) of property:  
All inventory, raw materials, goods in process, finished goods, machines, machinery, furniture, furnishings, fixtures, vehicles, equipment, all tangible assets, accounts receivable, book debts, notes, chattel paper, acceptances, rebates, incentive payments, drafts, contracts, contract rights, choses in action, and all tangible assets whether now owned or hereafter acquired, and all attachments, accessories, additions thereto, substitutions, accessories and equipment therefore, and replacements.

4. Check the statements which apply, if any, and supply the information indicated:

☐ (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00  
POSTAGE .50  
4345740 0077 R03 109:20  
05/24/89

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



☒ Proceeds of the collateral are also covered.  
☒ Products of the collateral are also covered.

Debtor(s): D. D. S., Inc.  
*D. Dean Sabins, President*  
D. Dean Sabins, President  
.....  
.....

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
*Jeffrey S. Anniger*  
By: Jeffrey S. Anniger, Asst. Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

115

541 457

277403

Debtor or Assignor Form

Anne Arundel Co. MARYLAND FINANCING STATEMENT

☐ Not subject to Recordation Tax

☒ Subject to Recordation Tax; Principal Amount is \$ 70,000.00 (490.00)

☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Brock Pinelli, D.C.  
(Name)  
14 Wellham Avenue  
(Address)  
Glen Burnie, Maryland 21061

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn: Gail L. Zickafoose  
(Name of Loan Officer)  
P.O. Box 1596 Banc 101-560  
(Address)  
Baltimore, Maryland 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate:

Record Owner, if different from the Debtor: \_\_\_\_\_

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

RECORD FEE 11.00  
RECORD TAX 490.00  
POSTAGE .50  
#365770 CITY R03 709:21  
05/24/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

DEBTOR (OR ASSIGNOR)

Brock Pinelli, D.C. (Seal)  
Dr Brock Pinelli (Seal)  
(Signature)  
Brock Pinelli, D.C.  
(Print or Type Name)

SECURED PARTY (OR ASSIGNEE)

(Seal)  
(Seal)  
(Signature)  
(Print or Type Name)

14  
490  
-6



RECORDATION TAX CERTIFICATE

541 458

The undersigned hereby certifies that the books and records of  
Brock Pinelli, D.C. ("Debtor") show

the following values for property which secures a total debt of

\$ <u>100,000.00</u>	to The First National Bank of Maryland.
(A)	
\$ <u>28368.00</u>	Value of inventory, contract rights
(X)	and other exempt property
\$ <u>94,972.00</u>	Total value of all property
(Y)	covered by financing statement
(X) ÷ (Y) = <u>30</u> %	
(B)	

Therefore, the amount of debt exempt from recordation tax is computed as follows, in accordance with the advice of the Maryland Attorney General's Office:

\$ 100,000.00 X 30 % = \$ 30,000.00

(A) (B) (C)

and the total amount of debt subject to tax upon the filing of financing statements submitted herewith, is \$ 70,000.00.

\$ 100,000.00 - \$ 30,000.00 )

(A) (C)

Brock Pinelli, D.C.  
(Name of Debtor)

By: Dr Brock Pinelli (SEAL)

Date: March 4th, 1989

541 459

54137

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES) Britten, Thomas B. 8427 Alvin Road Pasadena, MD 21122	2. SECURED PARTY(IES) AND ADDRESS(ES) Ford Motor Credit P.O. Box 30476 Mechanicsville, VA 23111
-----------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

Book 526 Page 425

3. This statement refers to original Financing Statement No. 272718 Dated: 5-10-88

A. Continuation. . . . . <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. . . . . <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. . . . . <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. . . . . <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



RECORD FEE 10.00  
POSTAGE .50  
#365800 C777 R03 109:23  
05/24/89

4. This transaction is exempt from the Recording Tax.

H. ERLE SCHAFER  
AA CL. CIRCUIT COURT

Filed with: Annapolis

Ford Motor Credit  
(NAME OF SECURED PARTY)

Dated: May 15, 1989

By: Sandy Bryant

F M C C  
JUN 65 7288-M (MARYLAND ONLY)

1050 150

Statement of Continuation, Termination,  
Assignment, Amendment or Release Under  
Uniform Commercial Code

541 460

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 261888 recorded in Liber 498, Folio 219 on May 20, 1986 (date).

## 1. DEBTOR(S):

Name(s): Samuel J. Fonte, Jr. and Joan M. FonteAddress(es): 601 Aquahart RoadGlen Burnie, Maryland 21061

## 2. SECURED PARTY:

Equitable Bank, National Association

Name: \_\_\_\_\_

100 S. Charles St.

Address: \_\_\_\_\_

Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☒ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. ☐ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. \_\_\_\_\_

## 9. DEBTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
10.50

## SECURED PARTY:

EQUITABLE BANK, National Association

By

Barbara A. Wykowski

Corporate Banking Officer

(Type Name and Title)

EQUITABLE BANK, N.A.  
COMMERCIAL NOTE DEPT.  
6th FLOOR  
BALTIMORE, MARYLAND 21201



541 461

FINANCING STATEMENT FORM UCC-1

Identifying File No. 277404

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 5-11-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bill Loving Bobcat & Dozer & Rental, Inc.

Address 1066 loving Road, Severn, Maryland 21144

2. SECURED PARTY

Name JOHN C. LOUIS COMPANY, INC.

Address 1805 Cherry Hill Road

Baltimore, Maryland 21230

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

(1) Melroe Bobcat Model M843 S/N 5037-30244  
w/Flotation tires & 66" Bucket w/teeth.

THIS COVERS A CONDITIONAL SALES CONTRACT.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Bill Loving Bobcat & Dozer & Rental, Inc.

(Signature of Debtor)

John W. Loving President

Type or Print Above Signature on Above Line

John W. Loving, President

(Signature of Debtor)

Type or Print Above Signature on Above Line

ASSIGNEE

Clark Credit Company  
500 Circle Drive  
Buchanan, Michigan 49107

JOHN C. LOUIS COMPANY, INC.

Wilmer S. Davison

(Signature of Secured Party)

Wilmer S. Davison, President

Type or Print Above Name on Above Line

RECORD FEE 12.00  
POSTAGE .50  
#365930 CITY NO3 109:33  
05/24/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



541 462

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 277405

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 5-16-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Joppa Quality Seafood

Address Unit 2, 7901 Oceano Ave. Jessup, Md. 20794

## 2. SECURED PARTY

Name HOBART CORPORATION

Address World Headquarters Troy, Ohio 45374

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) 1870-1 Scale System

CONDITIONAL SALES CONTRACT

Annapolis # 182642

RECORD FEE 11.00  
#365940 CTTT R03 109:34  
05/24/89H. ERLE SCHAFER  
AA CO. CIRCUIT COURTCHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)Alice J. Grigsby Attorney in Fact  
(Signature of Debtor) Alice J. Grigsby  
Joppa Quality Seafood

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HOBART CORPORATION  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Janice E. Lassiter

UCC-1 STATE OF MARYLAND

Secured Party is Seller

FINANCING STATEMENT

Identifying File No. 277406

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.  
(Prepare in Duplicate)

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated May 16, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wilbur F. Clark  
Address 8205 Washington Blvd. Lot 49, Jessup, MD 20794

2. SECURED PARTY

Name Leo's VACATION CENTER, INC.  
Address 729 MD RT. 3 N. Gambrills, MD 21054

3. ASSIGNEE OF SECURED PARTY

Name Whirlpool Acceptance Corp.  
Address P.O. Box 10930 Wilmington, DE 19850

PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE.

4. Maturity date of obligation (if any) MAY 1992

5. This financing statement covers the following types (or items) of property: (list)

1989 Starcraft Truck Camper  
Model: Roadstar  
Serial# 1SARB49D8K1E00302

RECORD FEE 11.00  
POSTAGE .50  
#366200 CT77 103 110:07  
05/24/89

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ All proceeds resulting from sale or other disposition of the collateral are also covered including, but not limited to, cash, accounts, instruments, documents, chattel paper, security agreements, and goods.

☐ (Products of collateral are also covered)

BY: Wilbur F. Clark  
Signature(s) of Debtor(s)

Wilbur F. Clark  
Type or Print Above Signature on Above Line

BY: \_\_\_\_\_  
Signature(s) of Debtor(s)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Leo's VACATION CENTER, INC.  
BY: Mary E. Merkel  
Signature(s) of Secured Party(ies)

Mary E. Merkel V. Pres.  
Type or Print Above Name on Above Line

Original: Filing Officer  
Duplicate: Branch Office File

17.54



MARYLAND FINANCING STATEMENT

541 PAGE 464

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code: 207222

1. LESSEE Pollux Corporation  
(Name or Names)  
8280 Patuxent Range Road, Jessup, Maryland 20794  
(Address) FFC 82

LESSEE \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Fleet Credit Corporation  
of LESSOR  
(Name or Names)  
1775 Broadway, 16th Floor, New York, N.Y. 10019  
(Address)

4. This financing Statement covers the following types (or items) of property:

1-FM-60 United Testing Machine; 1-PLT-2300 X-Y Plotter; 1-U-60,000 SB-TC Load Cell; 1-U-30,000 SB-TC Load Cell; 1-TFM-125 Crosshead Guidance System; 1-TFM-140-B Anti Backlash System; 1-Corrugating Machine w/12" Rollers

RECORD FEE 11.00  
POSTAGE .50  
#367050 C777 R03 114:14  
05/24/89



5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE  
Pollux Corporation  
By: R. N. Rounds CFO (Title)  
(Type or print name of person signing)  
By: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Type or print name of person signing)

LESSOR  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
Manager  
By: Brian G. Connolly (Title)  
(Type or print name of person signing)  
Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

115

BOOK

541 PAGE 465

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 277408  
15085

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 4999.76

If this statement is to be recorded in land records check here. ☐

This financing statement Dated MAY 17, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES R GAFNER AND EILEEN D GAFNER  
Address 1 C SYCAMORE COURT ANNAPOLIS MARYLAND 21402

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES  
Address 7164 D EAST FURNACE BRANCH RD GLEN BUNRIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

MOWER, SHARP 25" COLOR TV, SHARP 20" TV  
PULASKI CHINA CABINET, DINING ROOM AND LIVING ROOM

Name and address of Assignee  
RECORD FEE 12.00  
RECORD TAX 35.00  
POSTAGE .50  
#367080 C777 R03 714:22  
05/24/89



H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

X James R Gafner  
(Signature of Debtor)  
MR JAMES R GAFNER

Type or Print Above Name on Above Line  
X Eileen D Gafner  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Steve Campbell  
(Signature of Secured Party)  
STEVE CAMPBELL ASST MGR

Type or Print Above Signature on Above Line

12- 35 - 50

For filing with Clerk of Circuit Court for Anne Arundel County, UCC Financing Statement Division, P. O. Box 71, Annapolis, MD 21404

FINANCING STATEMENT

277409

For Filing Officer - (Date, Time, No. and Office)

541 466

☐ To Be ☒ Not To Be Recorded in Land Records

This financing statement is presented to a filing officer for filing pursuant to the Maryland Uniform Commercial Code.

1. Debtor and Address: HELMWAY SALES CO., INC., Suite W-8, 770 Ritchie Highway, River Reach Center, P. O. Box 100, Severna Park, MD 21146

2. Secured Party and Address: J. C. Ltd., John William Street, P. O. Box 546, Attleboro, MA 02703

3. This Financing Statement covers the following types of personal property:

See Schedule A attached hereto and made a part hereof and incorporated herein by reference.

4. The proceeds of collateral are covered.

5. The products of collateral are covered.

6. The above described goods are affixed or to be affixed to property known as Suite W-8, 770 Ritchie Highway, River Reach Center, Severna Park, MD 21146.

7. A record owner is:



RECORD FEE 13.00  
RECORD TAX 140.00  
POSTAGE .50

FILED MAY 27 1989 11:42  
H. ENLE SCHAFER  
AA CO. CIRCUIT COURT

8. This transaction ☒ is subject ☐ is not subject to recordation tax on the principal amount of \$19,764.19.

Dated: March 1, 1989

DEBTOR: HELMWAY SALES CO., INC.

SECURED PARTY: J. C. Ltd.

by Susan K. Smith Pres.

by James Smith Treas.

James Smith - Individually

Susan Smith - Individually

PLEASE RETURN TO: James M. Lewis, Esquire, JAMES M. LEWIS, P. C., 89 North Main St., Attleboro, MA 02703 - Telephone: (508) 222-7544

13-140-SU



SCHEDULE A

541 467

A continuing security interest in all accounts and accounts receivable, contracts, contract rights, notes, bills, drafts, acceptances, general intangibles, instruments, documents, chattel paper, choses in action, and all other debts, obligations and liabilities in whatever form, owing to Borrower from any person, firm or corporation or any other legal entity, whether now existing or hereafter arising, now or hereafter received by or belonging or owing to Borrower, for goods sold by it or for services rendered by it, or however otherwise same may have been established or created, all guarantees and securities therefor, all right, title and interest of Borrower in the merchandise or services which gave rise thereto, including the rights of reclamation and stoppage in transit, all rights of an unpaid seller of merchandise or services and in the proceeds thereof, and in (a) all inventory, including all goods, merchandise, raw materials, goods and work in process, finished goods, and other tangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in Borrower's business, and in the proceeds and products thereof, and (b) all machinery, equipment, furnishings, fixtures, and other tangible personal property (with all accessions thereto) used or brought for use primarily in the business, wherever located, whether now existing or hereafter arising, now or hereafter received by or belonging to Debtor, and in the proceeds and products thereof, including without limitations tax refunds and insurance proceeds of any of the foregoing.

ATTACHMENT TO FINANCING STATEMENT -  
DEBTOR: HELMWAY SALES CO., INC.  
SECURED PARTY: J. C. Ltd.

CROSS INDEXED IN LAND RECORDS

541 468

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 433

Page No. 7

Identification No. 236160

Dated January 7, 1981

1. Debtor(s)

Joseph T. and Elizabeth Bullock  
Name or Names—Print or Type  
753 G. Street, Pasadena (A.A.Co.) MD 21122  
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party

Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECORD FEE 10.00  
POSTAGE .50  
#367160 DT77 R03 T14:28  
05/24/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT



Dated: September 11, 1987

Sears, Roebuck and Company

Name of Secured Party

A. F. Campbell  
Signature of Secured Party

A. F. Campbell - Credit Division Mgr.  
Type or Print (Include Title if Company)

1850

BOOK 541 PAGE 469

277410

Debtor or Assignor Form

## MARYLAND FINANCING STATEMENT

☐ Not subject to Recordation Tax☒ Subject to Recordation Tax; Principal Amount is \$ 90,000.00☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

## DEBTOR

Robert S. Martin, DMD, PA

(Name)

690 Ritchie Highway

(Address)

Severna Park, Maryland 21146

## SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLANDAttn: Nicholas P. Lambrow

(Name of Loan Officer)

18 West Street

(Address)

Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

## ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

RECORD FEE 11.00

RECORD TAX 830.00

POSTAGE .50

#367190 0777 R03 114:29

05/24/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

## DEBTOR (OR ASSIGNOR)

Robert S. Martin, DMD, PA (Seal)*Robert S. Martin* (Seal)

(Signature)

Robert S. Martin, DMD, President

(Print or Type Name)

## SECURED PARTY (OR ASSIGNEE)

(Seal)

(Seal)

(Signature)

(Print or Type Name)

BN-2403 A-8804

11  
630  
52



NO. 541 REC 470

277411

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No of Additional Sheets Presented

3 ☐ The Debtor is a transmitting utility

4 For Filing Officer Date, Time No Filing Office

1 Debtor(s) (Last Name First) and Address(es)

2 Secured Party(ies) Name(s) and Address(es)

SCALLEY III JOSEPH F.  
SCALLEY JEANINE Sheryl  
SUMMERHILL MHP LOT #9  
CROWNESVILLE MD 21032

CHESAPEAKE MOBILE HOMES, INC.  
P.O. BOX 288  
HILLERSVILLE, MD 21108

BL  
CLERK

RECORD FEE 12.00  
#347190 CTIT R03 T14:29  
15/24/89

5 This Financing Statement covers the following types (or items) of property

6 Assignee(s) of Secured Party and Address(es)

1976 NEW PORT HOMES  
SERIAL # 14982

CATALINA 14 X 64

AND INCLUDING ALL FURNITURE, FIXTURES,  
APPLIANCES AND APPURTENANCES THEREIN AND THERETO;

2200 OPITZ BOULEVARD SUITE 245  
WOODBIDGE, VA 22194

INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S  
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT  
This financing statement does

☐ Products of the Collateral are also covered

☐ The described crops are growing or to be grown on \*  
☐ The described goods are or are to be affixed to \*  
☐ The lumber to be cut or minerals or the like  
(including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

8 Describe Real Estate Here

☐ This statement is to be indexed in

9 Name of a Record Owner

not apply to nonpurchase money household goods as defined at 16 CFR 444.1(i) or the state law equivalent statute.

No & Street

Town or City

County

Section

Block

Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
☐ which is proceeds of the original Collateral described above in which a security interest was perfected, or  
☐ acquired after a change of name, identity or corporate structure of the Debtor, or  
☐ as to which the filing has lapsed, or  
☐ already subject to a security interest in another jurisdiction  
☐ when the Collateral was brought into this State, or ☐ when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
☐ Consignee(s) and Consignor(s), or  
☐ Lessee(s) and Lessor(s)

SCALLEY III JOSEPH F.

SCALLEY JEANINE

CHESAPEAKE MOBILE HOMES, INC.

By *Joseph F. Scalley* Signature(s) of Debtor(s)

By *Sheryl Scalley* Signature(s) of Secured Party(ies)

Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked)

(3/83)

(1) FILING OFFICER COPY—NUMERICAL

STANDARD FORM—FORM UCC-1 Approved by Secretary of Commonwealth of Pennsylvania

FS1115:JP6  
11/15/84  
JP:sas

LIBER 1 0 5 8 FOLIO 3 6

277412

3

541 471

NOT SUBJECT TO RECORDATION TAX

TO BE RECORDED AMONG THE  
CHattel AND LAND RECORDS OF  
BALTIMORE COUNTY AND WITH  
U.C.C. DIVISION OF THE STATE  
DEPARTMENT OF ASSESSMENTS  
AND TAXATION

FINANCING STATEMENT

1. Name of Debtor: John F. Fischer  
Address: 4920 Hazelwood Avenue  
Baltimore, Maryland 21206
2. Name of Secured Party: The Riggs National Bank of  
Washington, D.C.  
Address: 800 17th Street, N.W.  
Washington, D.C. 20006
3. This Financing Statement covers the following types (or  
items) of property:

A. The interest of Debtor in all building materials,  
~~furniture, fixtures, machinery, equipment and tangible~~  
~~personal property of every kind and nature whatsoever~~ (other  
than personal property owned by tenants occupying all or any  
portion of the improvements on the premises hereinafter  
described) now or hereafter located on, contained in or upon  
or attached to, or used or usable in connection with the  
premises described in a certain Deed of Trust dated November  
16, 1984 from Debtor to James L. Trimble and Jerome P.  
Griffin, Trustees, all property being located in Baltimore  
County, Maryland, said property being more particularly  
described in Exhibit A attached hereto and made a part  
hereof.

B. All accounts and general intangibles in respect of any  
and all leases or contracts of sale executed by the Debtor  
of any part of parcel of the described land and the improve-  
ments thereon located, whether said accounts or general  
intangibles are in existence or hereafter created and the  
proceeds thereof.

4. Proceeds of all collateral are covered.

DEBTOR:

SECURED PARTY:

THE RIGGS NATIONAL BANK OF  
WASHINGTON, D.C.

John F. Fischer

By: Richard E. Hook, IV,  
Vice President

PLEASE RETURN TO:

John A. Pica, Jr., Esquire  
Burke, Gerber, Wilen,  
Francomano & Radding  
9 West Mulberry Street  
Baltimore, Maryland 21201

MAIL TO:

RECORD FEE 13.00  
POSTAGE .50  
#361200 C177 R03 T14:32  
05/24/89

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

C RC/F 13.00  
FIN ST 0 #  
ENK JR T 13.00  
#33129 C001 R02 T08:43  
11/19/84

B.Co Fin Rec.  
13.00

13.50

## EXHIBIT A

541 472

BEGINNING for the same at the corner formed by the intersection of the Southeast side of Pulaski Highway, 150 feet wide, with the Southwest side of Hanzlik Avenue, 30 feet wide, and running thence, binding on the Southwest side of Hanzlik Avenue, South 24 degrees and 04 minutes East 224.22 feet to the beginning of the lot of ground described in a deed from Pat Holding Company et al to James Kahler dated October 31, 1963 and recorded among the Land Records of Baltimore County in Liber R.R.G. No. 4224 folio 264 etc.; thence, binding reversely on the fourth line of the lot described in said Deed, south 66 degrees and 00 minutes West 150.00 feet; thence, binding reversely on the third line of the lot described in said deed, South 24 degrees and 04 minutes East 75.00 feet; thence, binding reversely on the second line of the lot described in said deed to the beginning thereof and continuing the same direction crossing Hanzlik Avenue, in all North 66 degrees and 00 minutes East 180.00 feet to intersect the fifth line of the land described in a deed from Perma Products Corporation to Steel and Tin Products Co. dated May 19, 1955 and recorded among said Land Records in Liber G.L.B. No. 2699 folio 312 etc. at a point distant 50 feet Northwesterly from the beginning thereof, said point of intersection being also at the end of the eleventh line of the whole tract of land described in a deed from The Title Holding Company to Perma Products Corporation dated January 17, 1951 and recorded among said Land Records in Liber G.L.B. No. 1931 folio 90 etc. of which part of the land now being described is a part; thence binding reversely on part of the fifth line of the land described in the deed secondly herein referred to, South 24 degrees and 04 minutes East 25.00 feet to the end of the tenth line of the land firstly described in a deed from Aberjona Properties to Steeltin Can Corporation dated February 17, 1977 and recorded among said Land Records in Liber E.H.K., Jr. No. 5727 folio 699 etc.; thence binding reversely on the tenth and ninth lines of the land firstly described in said last mentioned deed, the two (2) following courses to wit: South 66 degrees and 00 minutes West 364.21 feet and North 24 degrees and 00 minutes West 175.00 feet to the beginning of the fourth line of the lot of ground firstly described in a deed from Walter H. Steger and Nolan E. White to Perma Products Corporation dated May 24, 1957 and recorded among said Land Records in Liber G.L.B. No. 3164, folio 186 etc.; thence, running with and binding on the fourth line of said firstly described lot as the same binds on the Easternmost side of a road 20 feet wide there situate, North 11 degrees and 17 minutes West 153.77 feet to the Southeast side of Pulaski Highway and thence, binding on the Southeast side of Pulaski Highway by a line curving to the left, with a radius of 25,539.79 feet and a chord which bears North 66 degrees and 09 minutes East 300.00 feet, the distance of 300.00 feet to the place of beginning.

Containing 2.19 acres of land, more or less, the improvements thereon being known as No. 1123 Hanzlik Avenue and No. 8231 Pulaski Highway.

SUBJECT to the rights of others entitled thereto to use in common as a roadway a strip of land 25 feet wide lying Northwest of and immediately adjacent to the sixth line of the above described land and Northeast of and immediately adjacent to the seventh line of the above described land said strip of land being shown and designated as "Parcel D" on a plat prepared by Edwin J. Kirby, surveyor dated August 24, 1955 and revised September 7, 1955 said plat being recorded with a deed from Perma Products



Corporation to Frank L. Stevens et al, Trustees dated September 29, 1955 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2793, folio 122 etc.

TOGETHER with the right to use in common as a roadway with others entitled thereto a strip of land .25 feet wide lying Southeast of and immediately adjacent to the sixth line of the above described land and southwest of and immediately adjacent to the seventh line of the above described land said strip being shown and designated as "Parcel B" on the above mentioned plat by Edwin J. Kirby, surveyor.

THE TWO above mentioned 25 foot strips of land constitute a 50 foot road right of way for the use and convenience of the owners of the land hereby conveyed their successors and assigns and the owners their successors and assigns of the lands adjoining on the Southeast and Southwest and is not intended to be dedicated to public use, all as set forth under the terms of the aforementioned deed from Perma Products Corporation to Frank L. Stevens, et al.

BEING the same lot of ground which by Deed dated October 29, 1981 and recorded or intended to be recorded among the Land Records of Baltimore in Liber EHKJr. No. 6341, folio 99, was granted and conveyed by Jack O. Chertkoff, Surviving Trustee, unto John F. Fischer, the within named Grantor.

277413

BOOK 541 PAGE 474

Debtor or Assignor Form

## MARYLAND FINANCING STATEMENT

☐ Not subject to Recordation Tax☒ Subject to Recordation Tax; Principal Amount is \$ 20,000.00☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

## DEBTOR

Dundics Enterprises, Inc.2448 Holly Avenue

(Name)

Suite 200

(Address)

Annapolis, Maryland 21401

## SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLANDAttn: Nicholas Lambrow

(Name of Loan Officer)

18 West Street

(Address)

Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

## ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

RECORD FEE 11.00  
RECORD TAX 14.00  
POSTAGE .50  
#367220 ETTT R03 T14:33  
05/24/89

Record Owner, if different from the Debtor: \_\_\_\_\_

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.



H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

## DEBTOR (OR ASSIGNOR)

Dundics Enterprises, Inc.

(Seal)

Marton J. Dundics

(Seal)

(Signature)

Marton J. Dundics, President

(Print or Type Name)

## SECURED PARTY (OR ASSIGNEE)

(Seal)

H. ERLE SCHAFER

(Seal)

(Signature)

AA CO. CIRCUIT COURT  
RECORD TAX 126.00

(Print or Type Name)

#367850 ETTT R03 T09:32  
05/25/89

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

BN-2403 A-8804

1140.00

541 475

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275323RECORDED IN LIBER 534 FOLIO 320 ON 11/16/88 (DATE)Filed in Circuit Court, Anne Arundel County  
Maryland

## 1. DEBTOR

Name ULTRAVIOLET PURIFICATION SYSTEMS, INC.Address 3 St. Ives Drive, Severna Park, MD 21146

## 2. SECURED PARTY

Name MERIDIAN BANKAddress 5 Penn Center PlazaPhiladelphia, PA 19103 (ATTN: Phyllis Briley-Geiser)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENTA. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: Termination ☒  
(Indicate whether amendment, termination, etc.)

RECORD FEE

10.00

POSTAGE

.50

#367240 CT 7 R03 T14:34

05/24/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

BL  
CLERKDated April 12, 1989MERIDIAN BANK Phyllis Briley-Geiser AUP  
(Signature of Secured Party)Phyllis Briley-Geiser AUP  
Type or Print Above Name on Above Line



BOOK 541 PAGE 476

277414

FINANCING STATEMENT FORM UCC-2

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 5/9/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Name of ~~XXXXXX~~ <sup>Lessee</sup> UNC Naval Products Division of UNC, Incorporated

Address 175 Admiral Cochrane Drive, Annapolis, MD 21401

2. Name of ~~XXXXXX~~ <sup>Lessor</sup> General Electric Capital Corporation

Address 1080 Elm Street, Rocky Hill, CT 06067

3. Assignee of Secured Party \_\_\_\_\_

Address \_\_\_\_\_

RECORD FEE 11.00  
POSTAGE .50  
#367290 CITY RD3 114:40  
05/24/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

4. Maturity date of obligation (if any) \_\_\_\_\_

5. This financing statement covers the following types (or items) of property: (list)  
This financing statement is being filed as a precaution only if, contrary to the intention of the above parties, the transaction relating to the equipment described herein is deemed to be other than a Lease under Section 1-201(37) of the Uniform Commercial Code. One (1) New Automatic Video Inspection System, s/n IQ1018, manufactured by Optical Gaging Products, Inc. Includes all proceeds, replacements, and accretions attached thereto and any substitutions thereof. LESSEE IS NOT AUTHORIZED TO SELL EQUIPMENT.

Not Subject to Recordation Tax.

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of ~~XXXXXX~~ Lessee)  
UNC Naval Products Division of  
UNC, Incorporated

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

~~XXXXXX~~ Lessor

(Name of Dealership)

By Amelia R. C.  
(Signature of ~~XXXXXX~~ Lessor)

General Electric Capital Corporation  
Type or Print Above Name on Above Line

Clerk of the Circuit Court, Anne Arundel County, MD

1/5

541 477

#1200/1000

277415

FINANCING STATEMENT FORM UCC-2

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 5/9/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Name of ~~XXXXX~~ <sup>Lessee</sup> UNC INCORPORATED, UNC Naval Products Division  
Address 175 Admiral Cochrane Drive, Annapolis, MD 21401

2. Name of ~~XXXXX~~ <sup>Lessor</sup> General Electric Capital Corporation  
Address 1080 Elm Street, Rocky Hill, CT 06067

3. Assignee of Secured Party \_\_\_\_\_  
Address \_\_\_\_\_

Person And Address To Whom Statement Is To Be Returned If Different From Above.

4. Maturity date of obligation (if any) \_\_\_\_\_

5. This financing statement covers the following types (or items) of property: (list)  
This financing statement is being filed as a precaution only if, contrary to the intention of the above parties, the transaction relating to the equipment described herein is deemed to be other than a Lease under Section 1-201(37) of the Uniform Commercial Code. One (1) New Automatic Video Inspection System, s/n IQ1018, manufactured by Optical Gaging Products, Inc. Includes all proceeds, replacements, and accretions attached thereto and any substitutions thereof. LESSEE IS NOT AUTHORIZED TO SELL EQUIPMENT.

Not Subject to Recordation Tax.

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)



RECORDED FEE 11.00  
POSTAGE .50  
#357300 CT77 R03 T14:40  
05/24/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

(Signature of ~~XXXXX~~ Lessee)  
UNC INCORPORATED, UNC Naval Products Division  
Type or Print Above Signature on Above Line  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

~~XXXXXX~~ Lessor  
(Name of Dealership)  
By General Electric Capital Corporation  
(Signature of ~~XXXXXX~~ Lessor)  
Type or Print Above Name on Above Line

Clerk of the Circuit Court, Anne Arundel County, MD

115

# FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If this statement is to be recorded  
in land records check here. ☒ ☐

This financing statement Dated 3-20-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3/20/89

## 1. DEBTOR

Chesapeake Marine Tours Inc.

Name \_\_\_\_\_

Address

## 2. SECURED PARTY

26 JUICE, INC. T/A DISPENSE-ALL OF MARYLAND

Name \_\_\_\_\_

P.O. BOX 31807 6037 LIBERTY ROAD, SUITE #6

Address

BALTIMORE, MD. 212107 PHONE: 301-265-8423

Person And Address To Whom Statement Is To Be Returned If Different From Above.

UPON DEMAND

3. Maturity date of obligation (if any).

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00

Name and address of Assignor:

Assigned to: [redacted]

8367330 C777 R03 T14:42  
05/24/89

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

(18) (5) GAL. TRANSFER TANKS  
(—) TRANSFER PUMPS (4) POST MIX BAR VALVES  
(3) REGULATORS (—) CARBONATOR(S) (—) RACKS  
(—) COLD BARREL/PLATES (—) 110/220 COFFEE MACHINE(S)  
( ) STAINLESS STEEL CONNECTORS, CLAMPS, FITTINGS,  
PLASTIC TUBING AND ALL RELATED PARTS INSTALLED TO  
COMPLETE DISPENSE-ALL OF MARYLAND BEVERAGE SYSTEM.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

X X X

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Chesapeake Marine Towing Inc.

Chesapeake Marine Tours, Inc., P. O. Box 3350, Annapolis, Maryland 21403

~~XXX~~ (Proceeds of collateral are also covered)

~~XXX~~ (Products of collateral are also covered)

**CHESAPEAKE MARINE TOURS, INC.**

BY:

(Signature of Debtor)

C.E. Hartman , Mgr.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on ~~Above~~ Line

Susan Sullivan, Sect.

(Signature of Secured Party)

XINZHONGNANRANGJIANHOUYUJUEGAK

Type or Print Above Signature on Above Line



541 PAGE 479  
STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 277417

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☒

This financing statement Dated 1/4/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Officers and Faculty Club  
Name  
Address

2. SECURED PARTY U. S. NAVAL ACADEMY, ANNAPOLIS, MD., 21401  
Name 26 JUICE, INC. T/A Dispense All of Maryland  
Address 6037 Liberty Road

Baltimore, Maryland 21207 Phone: 301-26-JUICE  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) UPON DEMAND

4. This financing statement covers the following types (or items) of property: (list)

- (S) 5 Gallon Stainless Steel Tanks
- (S) Post Mix Guns
- (I) High Pressure Regulators
- (-) Low Pressure Regulators

(-) Cold Barrels

Name and address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
#387340 CT77 R03 T1442  
05/24/89

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Officers and Faculty Club  
U.S. Naval Academy, Annapolis, MD 21401

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

X Carol M. Tooley, Mgr.  
(Signature of Debtor)

X Carol M. Tooley, Mgr.  
Type or Print Above Name on Above Line

Carol M. Tooley, Mgr.  
(Signature of Debtor)

Type or Print Above Signature on Above Line

James K. Bradley  
(Signature of Secured Party)

James K. Bradley, Pres.

Type or Print Above Signature on Above Line

541 480

FINANCING STATEMENT FORM UCC-1

STATE OF MARYLAND

Identifying File No. 277418

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☒ XX

This financing statement Dated 2-15-89 2/15/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Country Liquors, Inc., T/A Chisms  
Name Country Liquors Inc. T/A Chisms  
Address 303 EAST FURNACE BRANCH RD. Glen Burnie, MD

2. SECURED PARTY

303 E. Furnace Branch Road, Glen Burnie, Md., 21061 21061  
26 JUICE, INC. T/A DISPENSE-ALL OF MARYLAND  
Name  
Address P.O. BOX 31807 6037 LIBERTY ROAD, SUITE #6  
BALTIMORE, MD. 212107 PHONE: 301-265-8423

Person And Address To Whom Statement Is To Be Returned If Different From Above.

UPON DEMAND

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

- (5) (5) GAL. TRANSFER TANKS  
(1) TRANSFER PUMPS (2) POST MIX BAR VALVES  
(1) REGULATORS (1) CARBONATOR(S) (1) RACKS  
(1) COLD BARREL/PLATES (1) 110/220 COFFEE MACHINE(S)  
(1) STAINLESS STEEL CONNECTORS, CLAMPS, FITTINGS, POSTAGE  
PLASTIC TUBING AND ALL RELATED PARTS INSTALLED TO  
COMPLETE DISPENSE-ALL OF MARYLAND BEVERAGE SYSTEM.  
RECORD FEE 11.00  
POSTAGE .50  
50 0777 003 T14:42  
05/24/89

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)  
HA CO. CIRCUIT COURT

- ☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

CHisms Country Liquors, Inc., T/A Chisms  
303 EAST FURNACE BRANCH RD. Glen Burnie, MD  
303 E. Furnace Branch Road, Glen Burnie, Md., 21061

- ☒ (Proceeds of collateral are also covered)  
☒ (Products of collateral are also covered)

(Signature of Debtor)

GARY MAYNARD SHOENAKER

Type or Print Above Name on Above Line

Gary Maynard Shoemaker, Mgr.

(Signature of Debtor)

Type or Print Above Signature on Above Line

James K. Bradley

(Signature of Secured Party)

JAMES K. BRADLEY, PRES.

Type or Print Above Signature on Above Line

11/8

This <b>STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
1. Debtor(s) (Last Name First) and address(es) <b>ALFORD INDUSTRIES, INC.</b> <b>Box 300</b> <b>Industrial Avenue</b> <b>Ridgefield Park, NJ 07660</b>	2. Secured Party(ies) and address(es) <b>MANUFACTURERS HANOVER TRUST</b> <b>COMPANY, as Collateral Manager</b> <b>270 Park Avenue</b> <b>New York, NY 10017</b>	RECORD FEE 10.00 #387370 CTTT R03 T14:44 05/24/89 H. EARLE SCHAFER AA CO. CIRCUIT COURT POSTAGE .50 #387380 CTTT R03 T14:44 05/24/89 H. EARLE SCHAFER CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. <u>261717</u> Book <u>505</u> Pg. <u>71</u> Filed with <u>Clerk - Anne Arundel, Md</u> Date Filed <u>Nov. 19, 1986</u> 19 <u>    </u>		
5. <input type="checkbox"/> Continuation.	The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.	
6. <input checked="" type="checkbox"/> Termination.	Secured party no longer claims a security interest under the financing statement bearing file number shown above.	
7. <input type="checkbox"/> Assignment.	The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.	
8. <input type="checkbox"/> Amendment.	Financing Statement bearing file number shown above is amended as set forth in Item 10.	
9. <input type="checkbox"/> Release.	Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.	
10.		

ALFORD INDUSTRIES, INC.

No. of additional Sheets presented:

MANUFACTURERS HANOVER TRUST COMPANY

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Jane K. Baumgardner  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3



541 482

This <b>STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time and Filing Office)
Kop-Flex, Inc. 101 Harmans Road Harmans, MD 21077	Bank of New England, N.A. 28 State Street Boston, MA 02109	
4. This statement refers to original Financing Statement bearing File No. <u>262354**</u> Filed with <u>Chattel Rec.-A. Anundel County</u> Date Filed <u>June 17,</u> 19 <u>86</u>		RECORD FEE 10.00 POSTAGE .50 #367470-0717 R03 714:49 05/24/89 FILED CLERK 079897
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		
General Electric Capital Corporation 260 Long Ridge Road Stamford, Connecticut 06902 **in Liber 499, folio 75		No. of additional Sheets presented:
By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).		By: <u>BANK OF NEW ENGLAND, N.A.</u> Signature(s) of Secured Party(ies)
(1) Filing Officer Copy - Alphabetical		STANDARD FORM - FORM UCC-3

541 483

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Kop-Flex, Inc.  
101 Harmans Road  
Harmans, MD 21077

2. Secured Party(ies) and address(es)

Bank of New England, N.A.  
28 State Street  
Boston, MA 02109

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
#367480 CT/IT R03 T14:49  
05/24/89  
H. ENLE SCHAFER  
AA CO. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. 262355\*\*

Filed with Chattel Rec.-A. Arundel Co. Date Filed June 17, 19 86

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
7. ☒ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

General Electric Capital Corporation  
260 Long Ridge Road  
Stamford, Connecticut 06902

\*\*in Liber 499, folio 109

No. of additional Sheets presented:

BANK OF NEW ENGLAND, N.A.

By:

Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By:

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3



BOOK 541 PAGE 484

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time and Filing Office)
Kop-Flex, Inc. 101 Harmans Road Harmans, MD 21077	Bank of New England, N.A. 28 State Street Boston, MA 02109	RECORD FEE 10.00 POSTAGE .50 #367490 C/TT R03 T14:50 05/24/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. 262356** Filed with <u>Chattel Rec.-A.Arundel Co</u> Date Filed <u>June 17, 19 86</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. General Electric Capital Corporation 260 Long Ridge Road Stamford, Connecticut 06902		

\*\*in Liber 499, folio 118

No. of additional Sheets presented:

BANK OF NEW ENGLAND, N.A.

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: \_\_\_\_\_  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

1686610



541 PAGE 485

This <b>STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any): Far Filing Officer (Date, Time and Filing Office)
1. Debtor(s) (Last Name First) and address(es) Kop-Flex, Inc. 101 Harmans Road Harmans, MD 21077	2. Secured Party(ies) and address(es) Bank of New England, N.A. 28 State Street Boston, MA 02109	RECORD FEE 10.00 POSTAGE .50 #387500 07/17 R03 T14:50 05/24/89 H. FALE SCHAFFER CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. <u>262357**</u> Filed with <u>Chattel Rec.-A. Anundel County</u> Date Filed <u>June 17,</u> 19 <u>86</u>		
<p>5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.</p> <p>6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.</p> <p>7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.</p> <p>8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.</p> <p>9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.</p> <p>10.</p>		
General Electric Capital Corporation 260 Long Ridge Road Stamford, Connecticut 06902 **in Liber 499, folio 154		
By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).		No. of additional Sheets presented: _____ BANK OF NEW ENGLAND, N.A. By: _____ Signature(s) of Secured Party(ies)
(1) Filing Officer Copy - Alphabetical		
STANDARD FORM - FORM UCC-3		

BOOK 541 PAGE 486

This <b>STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Kop-Flex, Inc. 101 Harmans Road Harmans, MD 21077	2. Secured Party(ies) and address(es) Bank of New England, N.A. 28 State Street Boston, MA 02109	For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>12021*</u> Filed with <u>Anne Arundel Co.</u> Date Filed <u>06/18/</u> 19 <u>86</u>		RECORD FEE 10.00 POSTAGE .50 #367510 CT17 R03 T14:50 05/24/89 H. ERLE SCHAFER COURT
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. General Electric Capital Corporation 260 Long Ridge Road Stamford, Connecticut 06902		
*in Liber 499, folio 183		
No. of additional Sheets presented:		
BANK OF NEW ENGLAND, N.A.		
By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).	By: _____ Signature(s) of Secured Party(ies)	
(1) Filing Officer Copy - Alphabetical		
STANDARD FORM - FORM UCC-3		

541 PAGE 487

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time and Filing Office)
Kop-Flex, Inc. 101 Harmans Road Harmans, MD 21077	Bank of New England, N.A. 28 State Street Boston, MA 02109	RECORD FEE 10.00 POSTAGE .50 #361520 CT17 R03 T14:51 05/24/89 H. ERLE CHALER COURT
4. This statement refers to original Financing Statement bearing File No. 10924*		
Filed with Anne Arundel Co. Date Filed 06/10/ 19 86		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.		
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. General Electric Capital Corporation 260 Long Ridge Road Stamford, Connecticut 06902		

\*in Liber 498, folio 544

By: _____		Na. of additional Sheets presented:	
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).		BANK OF NEW ENGLAND, N.A.	
By: _____		By: _____	
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).		Signature(s) of Secured Party(ies)	

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3



TO BE RECORDED AMONG THE  
Financing Records

BOOK 541 PAGE 488

THIS TRANSACTION IS SUBJECT TO  
RECORDATION TAXES ON THE AMOUNT  
OF \$ 86,000.00, WHICH HAVE  
BEEN PAID TO THE CLERK OF THE  
CIRCUIT COURT FOR Anne Arundel

277419

FINANCING STATEMENT

Donald R. Thompson, Sr.

1102 Severnview Drive, Crownsville, Md. 21032

1. Debtor(s)

2. Secured  
Party

REGAL SAVINGS BANK, F.S.B.

10123 Reisterstown Road, Owings Mills, Maryland 21117

3. This Financing Statement covers the following types of property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

4. If the above personal property is to be affixed to real property, describe  
real property.

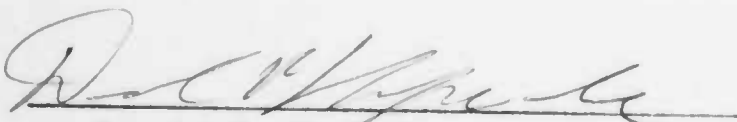
5. Proceeds of collateral are covered.

6. Products of collateral are covered.

RECORD FEE 11.00  
POSTAGE .50  
#159580 C237 R02 T12132  
05/24/89  
H. ERLE SCHAFFER  
AA CO. CIRCUIT COURT

DEBTOR(S):

SECURED PARTY:

  
Donald R. Thompson, Sr.

REGAL SAVINGS BANK, F.S.B.

BY \_\_\_\_\_

BY \_\_\_\_\_



After this statement has been recorded please return to:

Dackman and Heyman, Attorneys, 2221 Maryland Avenue, Baltimore, Md. 21218

1100  
50

1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnances, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcels of land (and the improvements now or hereafter existing thereon) situated in Anne Arundel County, Maryland, which said parcels are more fully described in Exhibit A attached hereto as a part hereof.

BEING KNOWN AND DESIGNATED as Lots 4519-4520 and the adjacent southwestern  $\frac{1}{2}$  of Lot 4521 located on the southeast side of Silver Run Road, as shown on a Plat entitled Third Map of Woodland Beach which plat is recorded among the Land Records of Anne Arundel County, in Plat Book 8 folio 10.

This statement is presented to THE SECRETARY OF THE STATE for filing pursuant to the Uniform Commercial Code

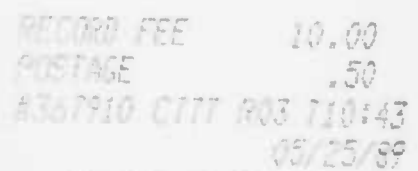
1 DEBTOR(S) (last Name) AND ADDRESS

Lohr, Ronald, Y.  
Lohr, Delores  
Broadwater, Brenda  
1 N. Zona Pkwy. Village  
Laurel, MD 20707

2 SECURED PARTY(IES) AND ADDRESS(ES)

Society For Savings  
1290 Silas Deane Hwy.  
Wethersfield, CT 06109

FOR FILING OFFICER (Date, Time, Number, and Filing Office)



This statement refers to original Filing Statement No. 264975 Dated Dec. 3, 1986

- ☐ CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- ☐ PARTIAL RELEASE - From the collateral described in the financing statement bearing the file number shown, the party releases the property indicated below.
- ☐ ASSIGNMENT - The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, secured Party's rights under the Financing Statement bearing the file number shown above in the property indicated below.
- ☒ TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
- ☐ AMENDMENT - The financing statement bearing the above file number is amended as set forth below:

BY:

Signature(s) of debtor(s) (Only on amendments)

Society For Savings

BY

Signature(s) of secured party(ies)

DATED:

DATED May 15, 1939

(1) Filing Officer Copy - Alphabetical  
STANDARD FORM UNIFORM COMMERCIAL CODE FORM UCC-3 REV. 3-77



277422

STATE OF MARYLAND

BOOK 541 PAGE 491

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15086

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1663.67

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 05-19-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Raymond J & Jeannie E Blair

Address 7993 Rodman Ct Glen burne Md 21061

2. SECURED PARTY

Name Avco Financial Services

Address P O Bx 997 Glen Burnie, Md 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) 5-20-91

4. This financing statement covers the following types (or items) of property: (list)

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

3, 10SPEED WESTERN FLYER,HP ROWING MACHINE,SEARS MOWER,10" SONY, 26"

RCA, 24" RCA,CURTIS MATHIS VCR,BLACK & DECKER JIG SAW, BLACK & DECKER RADIAL SAW,BLACK & DECKER DRILL,

BALLY PIN BALL MACHINE, BALLY GUN SHOOTING GALLERY

Name and address of Assignee

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Raymond Blair

(Signature of Debtor)

Raymond Blair

Type or Print Above Name on Above Line

Jeannie E. Blair

(Signature of Debtor)

Jeannie Blair

Type or Print Above Signature on Above Line

Stephen Campbell

(Signature of Secured Party)

STEPHEN CAMPBELL

Type or Print Above Signature on Above Line

STEPHEN CAMPBELL

12 14 SL

541 REC 492

A.A. Co  
# 06463

STATE OF MARYLAND

277423

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

Inventory/Equipment

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Arundel Crane Service Corporation

Address 115 Wellam Avenue, N.E. Glen Burnie, MD 21061

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 29.00  
POSTAGE .50  
#367990 DT77 R03 T10:49  
05/25/89  
CK  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Arundel Crane Service Corporation

Gray P. Cearfos, Sec.  
(Signature of Debtor)

Gray P. Cearfos, Sec.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White  
(Signature of Secured Party)

PATRICK WHITE, ASST. SEC.

\_\_\_\_\_  
Type or Print Above Signature on Above Line

295

## SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated January 24 19 89 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Four (4)	New GSI Scissor Lifts	ZONE	86120 86124 86122 86121
One (1)	New Snorkel Manual Platform Rotator	TB42	082190
Five (5)	Drott Hydraulic Cranes	Model 3330	6225018 6224397 6224766 6224842 6224954
Six (6)	JLG Lifts	Model 40F	729076 729056 749218 722255 722265 729066
Five (5)	JLG Lifts	Model 60F	726076 728586 755139 755149 713724
Two (2)	JLG Lifts	Model 40D	722795 722805
Two (2)	Lull Hi-Lifts	Model 844	0681DTN D0682TN
Two (2)	Mack Trucks	1980 Model DM685S	45993
Three (3)	Manlift Lifts	1981 Model F5786ST	5786ST14585
		Model MSM25BEX	0711575 0711572 0711577
Eight (8)	Marklift Lifts	Model 19E	1079-5037 1079-5038 180-5554 180-5582 280-5680 280-5681 280-5682 280-5684
One (1)	Marklift Platform Lift	Model SRT31G	1079-5151
One (1)	Morgan Conveyor	1981	5874
Three (3)	Parker Lifts	Model 515E	1278-3610
		Model 20-14E	12760794
		Model S14E	377-0934
Two (2)	Snorkel Lifts	Model TB-42P	078107
		Model TB-42R	078106
One (1)	Trail King Trailer	1981 Model 1945-1350	1TKA04523BM02220
Two (2)	Ward Skywitch	Model 7-618	2623 2483

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

Arundel Crane Service Corporation

By: James C. Stutz VP



SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated January 24 19 89 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	JLG Boom Man Lift (Equip. No 1004)	40F	730806
One (1)	JLG Boom Man Lift (Equip. No 1005)	40F	738687
One (1)	JLG Boom Man Lift (Equip. No 1006)	40F	740297
One (1)	JLG Boom Man Lift (Equip. No 1008)	40F	729076
One (1)	JLG Boom Man Lift (Equip. No 1009)	40F	729056
One (1)	JLG Boom Man Lift (Equip. No 1015)	40F	722805
One (1)	Snorkel Boom Man Lift (Equip. No 1016)	TB42P	078107
One (1)	Snorkel Boom Man Lift (Equip. No 1017)	TB42P	078106
One (1)	JLG Boom Man Lift (Equip. No 1018)	60F	726076
One (1)	JLG Boom Man Lift (Equip. No 1019)	60F	728586
One (1)	JLG Boom Man Lift (Equip. No 1020)	60F	755139
One (1)	JLG Boom Man Lift (Equip. No 1021)	60F	755149
One (1)	Snorkel Boom Man Lift (Equip. No 1025)	TB50P	079405
One (1)	Snorkel Boom Man Lift (Equip. No 1026)	TB50P	079035
One (1)	JLG Boom Man Lift (Equip. No 1027)	40F	703833
One (1)	Hyster Scissor Man Lift (Equip. No 2006)	RT22	1490

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

By: \_\_\_\_\_

By: James C. [Signature]

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated January 24 1989 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Hyster Scissor Man Lift (Equip. No 2008)	RT22	1430
One (1)	Hyster Scissor Man Lift (Equip. No 2010)	RT30	3333
One (1)	Marklift Scissor Man Lift (Equip. No 2015)	SRT31G	10795151
One (1)	Grove Scissor Man Lift (Equip. No 3001)	SM21	0711005
One (1)	Grove Scissor Man Lift (Equip. No 3003)	SM31BE	0109074
One (1)	Grove Scissor Man Lift (Equip. No 3004)	SM31BE	0109075
One (1)	Grove Scissor Man Lift (Equip. No 3005)	MSM25BEX	0711369
One (1)	Grove Scissor Man Lift (Equip. No 3006)	MSM25BEX	0711406
One (1)	Grove Scissor Man Lift (Equip. No 3007)	MSM25BEX	0711407
One (1)	Economy Scissor Man Lift (Equip. No 3009)	SPG21-50	57318T
One (1)	Economy Scissor Man Lift (Equip. No 3010)	SP21-30	58483
One (1)	Economy Scissor Man Lift (Equip. No 3011)	SP21-50	56527T
One (1)	Economy Scissor Man Lift (Equip. No 3012)	SPL21-42	60212
One (1)	Economy Scissor Man Lift (Equip. No 3013)	SPL21-42	60221
One (1)	Marklift Scissor Man Lift (Equip. No 3015)	19E	10795037
One (1)	Marklift Scissor Man Lift (Equip. No 3016)	19E	10795038

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

First Interstate Credit Alliance, Inc.

Arundel Crane Service Corporation

By: \_\_\_\_\_

By: James S. Hulse, Jr.

FORM 541 PAGE 496

## SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated \_\_\_\_\_ 19\_\_\_\_ between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Marklift Scissor Man Lift (Equip. No 3017)	19E	1805554
One (1)	Marklift Scissor Man Lift (Equip. No 3018)	19E	1805582
One (1)	Marklift Scissor Man Lift (Equip. No 3019)	19E	2805680
One (1)	Marklift Scissor Man Lift (Equip. No 3020)	19E	2805681
One (1)	Marklift Scissor Man Lift (Equip. No 3021)	19E	2805682
One (1)	Marklift Scissor Man Lift (Equip. No 3022)	19E	2805684
One (1)	Grove Scissor Man Lift (Equip. No 3023)	MSM25B	0711575
One (1)	Grove Scissor Man Lift (Equip. No 3024)	MSM25B	0711572
One (1)	Grove Scissor Man Lift (Equip. No. 3025)	MSM25B	0711576
One (1)	Parker Scissor Man Lift (Equip. No. 3026)	S15E	12783610
One (1)	Parker Scissor Man Lift (Equip. No. 3028)	S14E	3170934
One (1)	GSI Scissor Man Lift (Equip. No. 3031)	20NE	86120
One (1)	GSI Scissor Man Lift (Equip. No. 3032)	20NE	86121
One (1)	GSI Scissor Man Lift (Equip. No 3033)	20NE	86122
One (1)	GSI Scissor Man Lift (Equip. No 3034)	20NE	86124
One (1)	GSI Scissor Man Lift (Equip. No. 3035)	20NE	86118

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

Arundel Crane Service Corporation

By: James E. Hulse VP



BOOK 541 PAGE 497

## SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated January 24 1989 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	GSI Scissor Man Lift (Equip. No 3036)	20NE	86125
One (1)	JLG Boom Man Lift (Equip. No 1002)	40F	706043
One (1)	JLG Boom Man Lift (Equip. No 1010)	40F	749218
One (1)	JLG Boom Man Lift (Equip. No 1011)	40F	722015
One (1)	JLG Boom Man Lift (Equip. No 1012)	40F	722265
One (1)	JLG Boom Man Lift (Equip. No 1013)	40F	729595
One (1)	JLG Boom Man Lift (Equip. No 1014)	40F	722795
One (1)	Hyster Scissor Man Lift (Equip. No 2004)	SM30	3212
One (1)	Hyster Scissor Man Lift (Equip. No 2007)	RT22	1484
One (1)	Hyster Scissor Man Lift (Equip. No 2009)	RT30	3300
One (1)	Marklift Scissor Man Lift (Equip. No 2018)	RT25	10783290
One (1)	Marklift Scissor Man Lift (Equip. No 3002)	2418E	1770855
One (1)	Parker Scissor Man Lift (Equip. No 3027)	2014E	12760794
One (1)	Skywitch Scissor Man Lift (Equip. No 3029)	7618	2623
One (1)	Skywitch Scissor Man Lift (Equip. No 3030)	7618	2483
One (1)	Grove Scissor Man Lift (Equip. No 2013)	SN42	0306153

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

Arundel Crane Service Corporation

By: James E. Miller Jr

## SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated January 24 19 89 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Ford W/Jerrdan Rollback	1978 LN9000	W900VAH0806
One (1)	Chevy Truck W/Jerrdan Rollback	1975	CCE675V105121
One (1)	Mazda Truck	1982	JM2VC1214C0552115
One (1)	Ford Truck	1975	
One (1)	Mazda	1984	JM2UC2210E0839255
One (1)	Chevy Crew Cab	1978	
One (1)	Mazda Pick-Up	1987	JM2UF211XH0604844
One (1)	IVECO High Cube	1981	ZCFAE01H1002204
One (1)	Grove Scissor Man Lift (Equip. No 2013)	SN42	306153

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

Arundel Crane Service Corporation

By: *James S. Helms*

541 PAGE 499

277424

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3. <input type="checkbox"/> The Debtor is a transmitting utility.												
1. Debtor(s) (Last Name First) and Address(es): Ralph Pritchard DBA Arundel Clearing P.O. BOX 863 Bel Air, MD 21014	2. Secured Party(ies) Name(s) and Address(es): MIDLANTIC COMMERCIAL LEASING CORP. 225 WEST 34th STREET NEW YORK, N. Y. 10122	4. For Filing Officer: Date, Time, No. Filing Office RECORD FEE 12.00 POSTAGE .50 CK													
5. This Financing Statement covers the following types (or items) of property:  1986 J C B Backho Model 1400B SN 316998 Not subject to recordation tax. The secured party is the seller <input type="checkbox"/> Products of the Collateral are also covered.		6. Assignee(s) of Secured Party and Address(es):  H. ERLE SCHAFER 05/25/89 11th CO. CIRCUIT COURT													
8. Describe Real Estate Here:	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records:	9. Name of a Record Owner	7. <input type="checkbox"/> The described crops are growing or to be grown on. * <input type="checkbox"/> The described goods are or are to be affixed to: * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on: * *(Describe Real Estate Below)												
<table border="1"><thead><tr><th>No. &amp; Street</th><th>Town or City</th><th>County</th><th>Section</th><th>Block</th><th>Lot</th></tr></thead><tbody><tr><td colspan="6">10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.</td></tr></tbody></table>				No. & Street	Town or City	County	Section	Block	Lot	10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.					
No. & Street	Town or City	County	Section	Block	Lot										
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.															
Ralph Pritchard DBA Arundel Clearing		MIDLANTIC COMMERCIAL LEASING CORP.													
By <u>Ralph Pritchard</u> Signature(s) of Debtor(s)		By <u>J. Banks</u> Signature(s) of Secured Party(ies)													
(1) Filing Officer Copy-Numerical (5/82) STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York															



BOOK 541 PAGE 500

STATE OF MARYLAND

277425

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

CONTRACT # 29820 - 817802

Name Roy Pfeiffer

Address 672 West Shore Rd., Pasadena, Md. 21122

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.

Address 15410 CHRYSLER DRIVE

UPPER MARLBORO, MD 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 New Kubota B8200DT Tractor, 64273

1 New Kubota BF350A Loader, 10178

Name and address of Assignee

KUBOTA CREDIT CORPORATION  
P.O. Box 105598  
Atlanta, GA 30348-5598

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Roy Pfeiffer  
(Signature of Debtor)

Roy Pfeiffer

Type or Print Above Name on Above Line

Roy Pfeiffer  
(Signature of Debtor)

Larry E. Groff  
(Signature of Secured Party)

LARRY E. GROFF

541 501

277426

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here ☐

This financing statement Dated May 9, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Donald C. Golden  
Address 16640 New Hampshire Avenue, Silver Spring, MD 20904

2. SECURED PARTY

Name Outdoor Power  
Address 1915 Lincoln Drive  
Annapolis, MD 21401  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- New John Deere 755 MFWD Compact Utility Tractor  
S/N M00755D630163
- New John Deere 60" Mid-mount Mower  
S/N M02732X596099
- New John Deere 70 Loader  
S/N M00070A112822

RECORD FEE 11.00  
POSTAGE CK .50  
#368150 0777 R03 111:01  
05/25/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

*Donald C. Golden*  
(Signature of Debtor)

Donald C. Golden  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

*Outdoor Power*  
(Signature of Secured Party)

Outdoor Power

Type or Print Above Signature on Above Line

1782

277427

BOOK 541 PAGE 502

UNIFORM COMMERCIAL CODE—FINANCING STATEMENT

**M. SHIVITZ & SONS, INC.**

6415 BALTIMORE NATIONAL PIKE • BALTIMORE, MARYLAND 21228

EUDOWOOD SHOPPING PLAZA  
TOWSON

RITCHIE HIGHWAY and ARNOLD ROAD  
ANNAPOLIS

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and address	Secured Party and address	For Filing Officer (Date, Time, Number, and Filing Office)
Odom Jr., Henry L. 731 Crucible Court Millersville, Md. 21108	<b>M. SHIVITZ AND SONS, INC.</b> 6415 BALTIMORE NATIONAL PIKE BALTIMORE, MARYLAND 21228	
Anne Arundel County		

This financing statement covers the following types (or items) of personal property: **DESCRIPTION OF MERCHANDISE**

1 Sofa # 5324-16, 1 Loveseat #5321-16, 1 Chair #5320-16, 1 Ottoman #5325-16  
1 CK Table #36-60, 1 Table #251, 1 Arm Chair #924-15, 3 Side Chairs #924-16  
1 Curio Unit #7005-45, 1 China Unit #7005-49

RECORD FEE 11.00  
#368160 CT77 R03 111-02  
05/25/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CK

A/C 547117 I

This transaction is exempt from the Recording Tax.

Filed with:

  
(SIGNATURE OF DEBTOR)

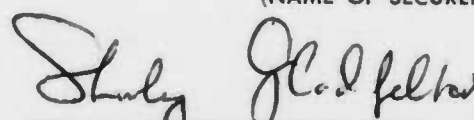
Henry L. Odom Jr.

**M. SHIVITZ AND SONS, INC.**

(NAME OF SECURED PARTY)

✓

(SIGNATURE OF DEBTOR)



By SHIRLEY GLADFELTER, Credit Manager

RETURN TO M. Shaivitz and Sons, Inc., 6415 Baltimore National Pike, Baltimore, Maryland 21228

11/00



BOOK 541 PAGE 503

277428

<b>This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.</b>		<b>No. of Additional Sheets Presented</b>
<b>(1) Debtor(s) (Last Name First) and Address(es):</b> The Driggs Corporation 8700 Ashwood Drive Capitol Heights, MD 20743 MACHINE LOCATED IN ODENTON, MD M-34757-1 <i>Asset Enclosed</i>	<b>(2) Secured Party(ies) (Name(s) And Address(es):</b> Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	<b>RECORD FEE</b> 11.00 <b>POSTAGE</b> <i>CK</i> .50 8368260 CITY RD 3 711:08 05/25/89 <b>For Filing Officer</b> H. ERLE SCHAFER AA CO. CIRCUIT COURT
<b>(3) (a) <input type="checkbox"/> Collateral is or includes fixtures.</b> <b>(b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered</b> <b>(c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5).</b> <small>If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).</small>	<b>(4) Assignee(s) of Secured Party, Address(es):</b>	
<b>(5) This Financing Statement Covers the Following types [or items] of property.</b> One (1) New Caterpillar Model #621E Wheel Tractor S/N 6AB01153 One (1) New Caterpillar Mdoel #621E Scraper S/N 6BB01020		
NOT SUBJECT TO RECORDATION TAX		
<input type="checkbox"/> Products of the Collateral Are Also Covered.		
<b>(X) Signatures: Debtor(s)</b> The Driggs Corp.  <i>Reginald Burner - Sr. V.P.</i> (By) _____ Standard Form Approved by N.C. Sec. of State and other states shown above.	<b>Secured Party(ies) [or Assignees]</b> Alban Tractor Co., Inc. (By) <i>[Signature]</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)	
(1) Filing Officer Copy - Numerical	11.50	UCC-1

## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐This financing statement Dated May 5, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.1. DEBTOR 0666Name Selling Retail International, Inc.Address 910 C Bestgate Road, Annapolis, MD 21401

## 2. SECURED PARTY

Name Diversified Leasing, Inc.Address 133 Defense Highway, Suite 207Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) MITA DC-2585 Copier New Color Capable  
 PROD# 02718015 with reversing automatic  
 document feed, 10 bin sorter, and cabinet/stand  
 Copier S/N 258536007742  
 RADF S/N RADF137009411  
 Sorter S/N SORTRG221793

Name and address of Assignee

RECORD FEE 11.00  
 POSTAGE CK .50  
 #368370 0777 R03 T11:28  
 05/25/89  
 H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

## NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108(K)(4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS NOT INTENDED TO CONVEY TITLE TO PERSONAL PROPERTY.

☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)

Stewart R. Kaplan - President  
 (Signature of Debtor)

STEWART R. KAPLAN - PRESIDENT  
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ellen T. Collins, Corp Secty.  
 (Signature of Secured Party)

Ellen T. Collins, Corp Secty.  
 Type or Print Above Signature on Above Line

176

## STATE OF MARYLAND

277430

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR 6647

Name General Elevator Company, Incorporated

Address 601 Nursery Road, Linthicum Heights, MD. 21090

## 2. SECURED PARTY

Name Diversified Leasing Inc.

Address 133 Defense Highway, Suite 207, Annapolis, MD. 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

One (1) Portable III-40 640K/1.2MB/4  
 S/N(s): 4907HL4H0033  
 One (1) 2400B INT Modem PTIII/PT386  
 One (1) 1.44MB 3.5IN DD PT II/III/38

Name and address of Assignee

RECORD FEE 11.00

POSTAGE 1.50

#168380 0777 R03 T11+28

05/29/89

CK

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108(K)(4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS NOT INTENDED TO CONVEY TITLE TO PERSONAL PROPERTY.

☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)

*David A. Quaranta* MIS Director  
 (Signature of Debtor)

David A. Quaranta MIS Director  
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Thomas E. Myers*  
 (Signature of Secured Party)

(Signature of Secured Party)

Thomas E. Myers, Treas.  
 Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

1/12



BOOK 541 PAGE 506  
MARYLAND FINANCING STATEMENT

277431

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Willard Martin, Sr.  
786 Nabbs Creek Road (Name or Names) Glen Burnie, Maryland 21061  
(Address) CFSL 3400

LESSEE  
(Name or Names)  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Chesapeake Federal Savings and Loan Association  
Of LESSOR (Name or Names) Baltimore, Maryland 21234  
(Address) 2001 E. Joppa Road

4. This financing Statement covers the following types (or items) of property:

One - 1984 Polar Trailer  
S/N 1PMR04825E3037244

RECORD FEE 11.00  
POSTAGE .05  
#368390 0777 R03 111:29  
05/25/89  
GK H. ERLE SCHAFER  
AA CO. CIRCUIT COURT  
POSTAGE .45  
#368400 0777 R03 111:29  
05/25/89  
ERLE SCHAFER  
AA CO. CIRCUIT COURT

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE LESSOR  
Willard Martin, Sr. CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: Willard Martin Brian G. Connolly Manager  
Willard Martin (Title) Brian G. Connolly (Title)  
(Type or print name of person signing) (Type or print name of person signing)  
By: \_\_\_\_\_ Return to:  
(Title)  
(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

17.8

277432

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here ☐

This is a conditional sale

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Lora Garcia & Leo Younger Jr. a Partnership DBA/Levi Construction

Address 2004 Quay Village Court #102, Annaplois MD 21403

2. SECURED PARTY

Name AEL Leasing Co., Inc.

Address PO Box 13428

Reading, PA 19612-3428

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

(1) Ditch Witch P40 Hydraulic Rod Pusher

RECORD FEE 13.00  
#383410 CT77 R03 T11:30  
05/25/89

CK H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☒ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Lora Garcia & Leo Younger Jr. a Partnership DBA/Levi Construction

SIGN  
HERE

Lora Garcia  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

AEL Leasing Co., Inc.

Morris F. Heckman O.S.  
(Signature of Secured Party)

Morris F. Heckman O.S.  
Type or Print Above Signature on Above Line

13

BOOK 541 PAGE 508 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Anne Arundel County  
Identifying File No. 277433

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-  
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Nationwide Mutual Insurance Company  
Address One Nationwide Plaza, Columbus OH 43216

2. SECURED PARTY

Name The Huntington Leasing Company  
Address 41 South High Street, Columbus OH 43287

RECORD FEE CK 11.00  
POSTAGE .50  
#368420 6777 R03 T11:31  
05/25/89  
H. ERLE SCHAFER  
CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit "A" attached hereto and made a part hereof.

This filing is made for the purpose of notice only; it is the intention  
of the parties hereto that the lease for which notice is hereby given  
is a ~~true lease~~ and not a financing lease or a conditional sale.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real  
estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to  
be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X Bauer  
(Signature of Debtor)  
Jeffrey P. Bauer, Manager  
NATIONWIDE MUTUAL INSURANCE COMPANY  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

Lawrence Duncan AVP  
(Signature of Secured Party)  
Lawrence Duncan, Assistant Vice President  
THE HUNTINGTON LEASING COMPANY  
Type or Print Above Signature on Above Line

11/50

6638 /JJB



## NATIONWIDE MUTUAL INSURANCE COMPANY

BOOK 541 PAGE 509

## EXHIBIT "A"

Lease No. 89052 Schedule 23

<u>BLDG CODE</u>	<u>INVENTORY</u> <u>TAG #</u>	<u>CATEGORY</u> <u>CODE</u>	<u>DESCRIPTION</u>	<u>COST</u>
5200	285939	CH07	SIDE CHAIR	\$ 155.00
	285946	CH07	SIDE CHAIR	155.00
	285947	CH07	SIDE CHAIR	155.00
	286011	SHEL	SHELVING	10,085.42
	285892	CH03	CHAIR	234.50
	285938	SM03	DESK TOP MODULE	154.00
	249156-			
	249162	PANE	(7) PANEL(275.08)	1,925.56
	249163	PANE	PANEL	244.40
	249164	PANE	PANEL	214.76
	249165	PANE	PANEL	214.76
	249166-			
	249171	PANE	(6) PANEL(176.80)	1,060.80
	285968	CB03	SUPPLY CABINET	271.00
			TOTAL	\$14,870.20

EQUIPMENT LOCATION:  
2500 RIVA ROAD  
ANNAPOLIS (ANNE ARUNDEL) MARYLAND  
TAX DISTRICT 20 0002

5249	285969	FV05	LATERAL FILE	\$ 1,023.90
	285970	FV05	LATERAL FILE	1,023.90
	285978-			
	285980	CH03	(3) CHAIR(362.90)	1,088.70
			TOTAL	\$ 3,136.50

EQUIPMENT LOCATION:  
170 JENNIFER ROAD  
ANNAPOLIS (ANNE ARUNDEL) MARYLAND  
TAX DISTRICT 20 0002

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Nationwide Mutual Insurance Company

Address One Nationwide Plaza, Columbus, Ohio 43216

2. SECURED PARTY

Name The Huntington Leasing Company

Address 41 South High Street, Columbus, Ohio 43287

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00  
POSTAGE CK .50  
#368430 0717 R03 T11:32  
05/25/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit "A" attached hereto and made a part hereof.

Name and address of Assignee

This filing is made for the purpose of notice only; it is the intention of the parties hereto that the lease for which notice is hereby given is a true lease and not a financing lease or a conditional sale.

Anne Arundel County  
Clerk of Circuit Court  
22

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

NATIONWIDE MUTUAL INSURANCE COMPANY

X [Signature]  
(Signature of Debtor)  
Jeffrey P. Bauer, Manager

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE HUNTINGTON LEASING COMPANY

[Signature]  
(Signature of Secured Party)

Lawrence Duncan, Assistant Vice President

Type or Print Above Signature on Above Line

1156 6638 / JJB

## NATIONWIDE MUTUAL INSURANCE COMPANY

541 511

## EXHIBIT "A"

Lease No. 89051 Schedule 22

<u>BLDG CODE</u>	<u>INVENTORY</u> <u>TAG #</u>	<u>CATEGORY</u> <u>CODE</u>	<u>DESCRIPTION</u>	<u>COST</u>
9815	409199-			
	409201	FM01	(3) CALCULATOR(107.00)	\$ 321.00
5200	285893	ICEM	ICE MACHINE	5,700.00
	285971	FAX	FACSIMILE	2,030.00
9815	409198	TY01	TYPEWRITER	886.52
5200	285983	TY01	TYPEWRITER	864.59
			TOTAL	\$ 9,802.11

EQUIPMENT LOCATION:  
2500 RIVA ROAD SE  
ANNAPOLIS (ANNE ARUNDEL) MARYLAND  
TAX DISTRICT 20 0002

5202	285972	ANSW	ANSWERING MACHINE	134.35
	285973	ANSW	ANSWERING MACHINE	134.35
			TOTAL	\$ 268.70

EQUIPMENT LOCATION:  
6910 YORK ROAD  
BALTIMORE (BALTIMORE) MARYLAND  
TAX DISTRICT 20 0003



BOOK 541 PAGE 512

277435

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
COMDISCO, INC. 6111 North River Road Rosemont, Ill. 60018	PROVIDENT NATIONAL ASSURANCE COMPANY One Fountain Square Chattanooga, TN 37402	
4. This financing statement covers the following types (or items) of property: I. One IBM 3090-300E Processor, Serial No. 71236, and related equipment described on Exhibit A attached hereto, together with any and all repairs and replacements thereof and substitutions therefor, and any and all income and proceeds due or to become due therefrom. II. Any and all other collateral granted pursuant to the Security Agreement between the Debtor and Secured Party. Recordation tax is not required <i>per Tax-Property Law § 12-108(k)</i>		RECORD FEE 1.10 RECORD FEE <b>CK</b> 9.90 POSTAGE .50 #368440 0777 R03 711433 05/25/89 5. Assignee(s) of Secured Party and Address(es): 10. CIRCUIT COURT
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented: 1		
Filed with: <u>Anne Arundel County - Maryland</u>		
COMDISCO, INC.		
By: <u>Jo Goyette</u> Signature(s) of Debtor(s) Jo Goyette, <i>Supervisor of Institutional</i> (1) Filing Officer Copy - Alphabetical <i>Finance</i>		By: _____ Signature(s) of Secured Party(ies) <i>1050</i>

STANDARD FORM - FORM UCC-1.

## EXHIBIT A

EX 541 PAGE 513

- I. IBM Computer Equipment (including any and all repairs and replacements thereof and substitutions therefor) listed below and initially located at the office of Mercantile-Safe Deposit & Trust Company, 742 Old Hammonds Ferry Road, Linthicum, Maryland 21090, together with any and all income and proceeds due or to become due therefrom.

<u>Item No.</u>	<u>Qty.</u>	<u>Machine/Feature</u>	<u>Description</u>	<u>Serial Number</u>
1.	1	3090-300E	Processor	71236
		6128	First 128 MB Exp. Stor	
		3850	Chnl. Group, 1st Add'l 8	
		7330	Expansion Frame	
		6851	PR/SM Feature	
		6852	PR/SM Feature	
		6853	PR/SM Feature	
		9202	3480 Attach	
		9201	3480 Attach	
2.	1	3092-001	Processor Controller	71191
3.	1	3097-002	Power & Coolant Dist.	71236
4.	2	3370-A02	Direct Access Storage Device	P2605, P2684
		8150	String Switch	
5.	1	3864-2	Modem	72092
		5801	Auto-call unit feature	
6.	2	3180-145	Display Station	EF877, EF887

- II. Any and all other collateral granted pursuant to the Security Agreement between the Debtor and the Secured Party.

NOTICE: The Equipment is being leased by Comdisco, Inc. as lessor, pursuant to the Equipment Schedule No. 22 dated as of August 3, 1988, to the Master Lease Agreement dated as of March 7, 1983 between Comdisco, Inc. as Lessor and Mercantile-Safe Deposit & Trust Company as lessee, a "true lease". It is the intention of the parties hereto that the Equipment shall at all times be and remain personal property and not fixtures. NOTHING CONTAINED IN THIS FINANCING STATEMENT SHALL BE CONSTRUED SO AS TO GIVE THE DEBTOR THE RIGHT TO SELL OR OTHERWISE DISPOSE OF THE COLLATERAL.

BOOK 541 PAGE 514

This <b>STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any): <u>7/81 M</u>
1. Debtor(s) (Last Name First) and address(es) <b>Lessee:</b> MERCANTILE-SAFE DEPOSIT & TRUST COMPANY 742 Old Hammonds Ferry Rd. Linthicum, MD 21090	2. Secured Party(ies) and address(es) <b>Lessor:</b> COMDISCO, INC. 6111 North River Road Rosemont, IL 60018	For Filing Officer (Date, Time and Filing Office)  RECORD FEE 10.00 POSTAGE .50 #368450 CT17 R03 T11:33 05/25/89 H. EARLE SCHAFER AA CO. CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. <u>#301810 L.538 F.310</u> Filed with <u>Clerk-Anne Arundel, MD</u> Date Filed <u>3/3/89</u> 19 <u>  </u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10.  Provident National Assurance Company One Fountain Square Chattanooga, TN 37402		
No. of additional Sheets presented: <u>0</u>		
MERCANTILE-SAFE DEPOSIT & TRUST COMPANY		COMDISCO, INC.
By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).		By: <u>[Signature]</u> Signature(s) of Secured Party(ies) <u>JO Gayette, Supervisor of</u> <u>Institutional Finance 1/6/4/1111</u>

(1) Filing Officer Copy - Alphabetical **STANDARD FORM - FORM UCC3**



STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 207-126 Rev. 2-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 248663, recorded in Liber 465, page 51, among the Financing Statement Records of Anne Arundel County, Maryland.

1. DEBTOR(S):	
Name(s)	<u>DYNASPLINT SYSTEMS, INC</u>
Address(es)	<u>606 Hammonds Lane; Suite L6; Baltimore, MD 21225</u>
2. SECURED PARTY:	
Name	<u>MARYLAND NATIONAL BANK</u>
Address	<u>10 Light Street; 022901; Baltimore, MD 21202</u>
Person and Address to whom Statement is to be returned if different from above.	
Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)	
3. <input type="checkbox"/> CONTINUATION.	The original Financing Statement referred to above is still effective.
4. <input checked="" type="checkbox"/> TERMINATION.	The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. <input type="checkbox"/> ASSIGNMENT.	The Secured Party of Records has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as all the collateral described therein or such part thereof as is described in Item 8 below.
6. <input type="checkbox"/> AMENDMENT.	The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required).
7. <input type="checkbox"/> RELEASE.	(Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
8.	

J.F. CLERK

RECORD FEE 10.00  
POSTAGE .50  
34500 CTT R03 111:38  
05/25/89  
H. ERLE SCHAFER  
Circuit Court

9. SIGNATURES.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECURED PARTY

MARYLAND NATIONAL BANK

By:

Monica S. Benziger  
Loan Officer

DEBTOR(S)

(Necessary only if Item 6 is applicable) Type name of each signature and if Company, type name of Company and Name and Title of Authorized Signer.

16.00

544 PAGE 516

STATE OF MARYLAND

277436

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here: \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated May 16, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Magco, Inc.  
Address 42 Holly Road, Severna Park, Maryland 21146

2. SECURED PARTY

Name BAY NATIONAL BANK  
Address 2661 Riva Road, Bldg. 700, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

RECORD FEE 11.00  
POSTAGE .50  
H461400 C237 R02 T13:53  
05/25/89

CK H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

MAGCO, INC.

[Signature]  
(Signature of Debtor)

Mark A. Gaulin, President

Type or Print Above Name on Above Line

[Signature]  
(Signature of Debtor)

Type or Print Above Signature on Above Line

BAY NATIONAL BANK

[Signature]  
(Signature of Secured Party)

John J. Feldman, III, Vice President

Type or Print Above Signature on Above Line

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/aIf this statement is to be recorded in land records check here. ☐This financing statement Dated May 10, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name CBS YACHTS, INC.  
Address 922 Klakring Road, Annapolis, MD 21403

BK

RECORD FEE 11.00  
POSTAGE .50  
#461410 0237 R02 T13:54  
05/25/89  
H. ERLE SCHAFER  
MD CO. CIRCUIT COURT

## 2. SECURED PARTY

Name BAY NATIONAL BANK  
Address 2661 Riva Road, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Inventory from time to time of all new and used boats with all of their spars, rigging, sails, tackle, boats electronic equipment, and other necessities, thereunto appertaining and belonging now or hereinafter added to or attached to said items of inventory used in connection therewith, and all substitutions and replacements of said items of inventory, and the above-named equipment and necessities.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)

CBS YACHTS, INC.

Karl Von Kirchhoff  
(Signature of Debtor)

Karl Von Kirchhoff, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BAY NATIONAL BANK

John J. Feldman III  
(Signature of Secured Party)

John J. Feldman III, Vice President

Type or Print Above Signature on Above Line



BOOK 041 PAGE 518 STATE OF MARYLAND  
**FINANCING STATEMENT** FORM UCC-1

277438

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 20,000.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated April 27, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SPAR ASSOCIATES, INC.  
Address 927 West Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name BAY NATIONAL BANK  
Address 2661 Riva Road, Annapolis, Maryland 21401

\_\_\_\_\_  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Schedule "A" Attached

RECORD FEE 11.00  
RECORD TAX 140.00  
POSTAGE .50  
4461420 0237 R02 T13:54  
05/25/89  
CK: H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

SPAR ASSOCIATES, INC.

(Signature of Debtor)

Laurent C. Deshamps, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BAY NATIONAL BANK

(Signature of Secured Party)

Joseph L. Schmidt, Loan Accounting Officer

Type or Print Above Signature on Above Line

11.00  
140.50

Schedule A

BOOK 541 PAGE 519

Description of Equipment

Serial Numbers

Toshiba T3100E Laptops

29818197  
19816371  
19816352

40Mybte Disk Drives Model #D1297A  
Vectra

2918S04530  
2918S40533

HP 304Mybte Fixed Disk Drive Model  
#97963B

2907A12202

HP 304Mybte Fixed Disk Drive Model  
#7963B

2907A05885

541 520

277439

To Be Recorded In The  
Chattel Records Of Prince  
George's County, Anne  
Arundel County And  
Montgomery County, And Among  
The Financing Statement  
Records Of The State  
Department Of Assessments  
And Taxation.

Subject To Recordation Tax  
As Set Forth On The  
Attached Recordation Tax  
Certificate.

**FINANCING STATEMENT**  
(Maryland - U.C.C.-1)

1. DEBTOR: BIT-WIT, INC. T/A CLINTON  
COMPUTER, INC., T/A COMPUTERLAND  
MID-ATLANTIC  
7969 Old Alexandria Ferry Road  
Clinton, Maryland 20705  
Attention: Arthur Lundquist,  
President  
RECORD FEE 35.00  
RECORD TAX CK 80.50
2. SECURED PARTY: FIRST AMERICAN BANK OF MARYLAND  
Metro Plaza One  
8401 Colesville Road  
Silver Spring, Maryland 20919  
Attention: Robert P. Martins,  
Asst. Vice President  
RECORD FEE 35.00  
RECORD TAX CK 80.50  
05/25/89
3. This Financing Statement covers and the Debtor grants a  
security interest to the Secured Party in the following:
  - a. All of the Debtor's right, title, and interest in and  
to all of the tangible and intangible assets of the  
Debtor, including, but not limited to the following  
kinds and types of property owned by the Debtor,  
wherever located, whether now owned or hereafter  
acquired by the Debtor, together with all  
substitutions therefor, and all replacements, and  
renewals thereof, and all accessions, additions,  
replacement parts, manuals, warranties and packaging  
relating thereto:
    - (i) All of the Debtor's Accounts, Instruments,  
Documents, Chattel Paper, General Intangibles,  
Equipment and Goods as those terms are defined  
in the Maryland Uniform Commercial Code -  
Secured Transactions, Title 9, Commercial Law



Article, Annotated Code of Maryland, as amended;

- (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;
- (iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
- (iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");
- (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;
- (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
- (vii) All monies, bank accounts, or deposits with any financial institution;

- (viii) General Intangibles in the form of all franchises, subfranchises, rights to distribute, sales agencies, licenses, permits, leases, rights to indemnification, rights as insured, including the right to be provided a defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient, or proper with respect to the continued operation of the business of the Debtor as now or hereafter conducted by the Debtor or with respect to the operation or use of the Equipment or Fixtures in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage;
- (ix) General Intangibles, in the form of all franchises granted to the Debtor by Computerland Corporation, pursuant to an Agreement dated February 1, 1989 and all related documents or agreements, including but not limited to a Territory and Franchise Development Agreement and certain Franchise Agreements, and any other franchise documents or agreements, whether non-existing or hereafter made;
- (x) General Intangibles in the form of any exclusive or non-exclusive rights to sell or distribute any product or line of products, including but not limited to all rights of the Debtor to sell or distribute computer hardware or software manufactured by IBM or affiliates of IBM, and any instrument or "medallion" evidencing such rights;
- (xi) General Intangibles in the form of leases of any property at which the Debtor conducts its business;
- (xii) General Intangibles in the form of patents and patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon;

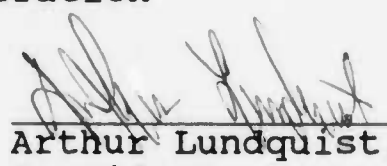
- (xiii) General Intangibles in the form of trademarks, trade names, and trade secrets, together with the right to sue for past, present, or future violations of rights of the trademarks, trade names, and trade secrets and all good will associated with the trademarks and trade names;
  - (xiv) General Intangibles in the form of copyrights, together with the right to sue for past, present, or future violations or infringements of rights of the copyrights, and all renewals, extensions and continuations thereof;
  - (xv) All rights of the Debtor as a secured party with respect to collateral security now or hereafter securing any of the obligations of third parties to the Debtor, together with all agreements and instruments evidencing or creating any such security;
  - (xvi) All machinery, leasehold improvements, computers, computer hardware, computer software;
  - (xvii) General Intangibles in the form of goodwill; and
  - (xviii) All records relating to or pertaining to any of the above.
- b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to or located at the real estate described on Exhibit A, attached hereto (the "Real Property"). The record owners of the Real Property are as set forth on Exhibit A. Exhibit A attached hereto consists of 1 (One) page(s).
5. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.



BOOK 541 PAGE 524

DEBTOR:

BIT-WIT, INC., T/A CLINTON  
COMPUTER, INC., T/A COMPUTERLAND  
MID-ATLANTIC, a Maryland  
corporation

By:  (SEAL)  
Arthur Lundquist,  
President

Date: May 19, 1989

TO FILING OFFICER: After this Statement has been recorded,  
please return to:

Beth Solley, Legal Assistant  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (LAC) 8353

C:/LAC/8353.FS

EXHIBIT A

Location(s) as designated below:

- 7469 Old Alexandria Ferry Road  
Clinton, MD 20735
- 7477 Old Alexandria Ferry Road  
Clinton, MD 20735
- 6453 Old Alexandria Ferry Road  
Clinton, MD 20735
- 6443 Old Alexandria Ferry Road  
Clinton, MD 20735
- 277 South Washington St.  
Alexandria, VA 22314
- West St. & Route 2  
Annapolis, MD 21401
- 9636 Ft. Meade Road  
Laurel, MD 20707
- 8032 Leesburg Pike  
Vienna, VA 22180
- 12204 Rockville Pike  
Rockville, MD 20850
- 1905 K St. NW  
Washington, DC 20006
- 7494 West Broad St.  
Richmond, VA 23229
- 7726 Old Alexandria Ferry Road  
Clinton, MD 20735

TO: THE CLERKS OF THE CIRCUIT COURTS OF PRINCE GEORGE'S COUNTY,  
ANNE ARUNDEL COUNTY, AND MONTGOMERY COUNTY

**RECORDATION TAX CERTIFICATE**

The undersigned, the V-P Finance of BIT-WIT, INC., T/A CLINTON COMPUTER, INC., T/A COMPUTERLAND MID-ATLANTIC ("Debtor") hereby certifies that as of this date, the books and records of the Debtor show that the collateral which is described on the attached Financing Statement is located partly in each of the following jurisdictions, and the approximate value of the collateral in each jurisdiction as of this date is as follows:

1. Total Debt Secured \$ 7,300,000 (A)
2. Total Value of the Property Securing the Debt \$13,573,000 (B)
3. Total Value of Non-exempt Property Securing the Debt and Located in Maryland \$ 761,880 (C)
4. Taxable Portion of Total Debt  

$$\frac{761,880 (C)}{13,573,000 (B)} \times 7,300,000 (A) = \$ 409,530 (D)$$
5. Value Per County of Maryland Non-Exempt Property:
  - a. Prince George's County \$ 685,400 (E)
  - b. Anne Arundel County \$ 21,250 (F)
  - c. Montgomery County \$ 55,230 (G)
  - \$ 761,880 (C)
6. Allocation Per County of Maryland Non-Exempt Property Securing the Debt:
  - a. Prince George's County:  $\frac{\$ 685,400 (E)}{\$ 761,880 (C)} = 89.96\% (H)$
  - b. Anne Arundel County:  $\frac{\$ 21,250 (F)}{\$ 761,880 (C)} = 2.80\% (I)$
  - c. Montgomery County:  $\frac{\$ 55,230 (G)}{\$ 761,880 (C)} = 7.24\% (J)$
  - 100.00%



7. Taxable Portion Per County of Debt (Rounded up to nearest \$500.00):

a. Prince George's County:

$$\text{\$ } 409,530 \text{ (D)} \times 89.96\% \text{ (H)} = \text{\$ } 368,500 \text{ (K)}$$

b. Anne Arundel County:

$$\text{\$ } 409,530 \text{ (D)} \times 2.80\% \text{ (I)} = \text{\$ } 11,500 \text{ (L)}$$

c. Montgomery County:

$$\text{\$ } 409,530 \text{ (D)} \times 7.24\% \text{ (J)} = \text{\$ } 30,000 \text{ (M)}$$

$$\text{\$ } 410,000$$

8. Calculation of Tax Due Per County:

a. Prince George's County:

$$\text{\$ } 368,500 \text{ (K)} \times \$2.20/\$500 = \text{\$ } 1,621.40$$

b. Anne Arundel County:

$$\text{\$ } 11,500 \text{ (L)} \times \$3.50/\$500 = \text{\$ } 80.50$$

c. Montgomery County:

$$\text{\$ } 30,000 \text{ (M)} \times \$2.20/\$500 = \text{\$ } 132.00$$

First American Bank of Maryland ("Secured Party"), its counsel, and the Clerks of the Circuit Courts of Prince George's, Anne Arundel and Montgomery Counties may rely upon this certification for purposes of computing recordation taxes payable upon the filing of the attached financing statements dated May 17, 1989.

BIT-WIT, INC., T/A CLINTON COMPUTER  
INC., T/A COMPUTERLAND MID-  
ATLANTIC, a Maryland corporation

By: David Haspelt (SEAL)

Name: David Haspelt

Title: V.P. Finance

Date: May 19, 1989

541 528

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 801-7 Ed. 1/80

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. 244180 recorded in  
Liber 453, Folio 585 on September 8, 1982 (Date).

1. DEBTOR(S):

Name(s) Terry L. Griest, individually and t/a Scottish & Irish Imports Ltd.  
Address(es) 197 Main Street, Annapolis, Maryland 21401

2. SECURED PARTY:

Name Farmers National Bank of Maryland  
Address 5 Church Circle, Annapolis, Maryland 21401

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☒ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. ☐ AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

SECURED PARTY

Farmers National Bank of Maryland

By

Patricia A. Hall V.P.  
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

J. F.  
CLERK

RECORD FEE 10.00  
POSTAGE .50

4364850 017 R03 T15148  
03/25/89

H. ERLE SCHAFER  
J.A. CO. CIRCUIT COURT

152

INDEMNITY FINANCING STATEMENT

277113

1.        To Be Recorded in the Land Records.
2.   ✓   To Be Recorded among the Financing Statement Records.
3.   X   Not subject to Recordation Tax.
4.        Subject to Recordation Tax on an initial debt in the principal amount of                     . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of                     .

5.	Guarantor's Name	Address
	Donald W. Grimes	7884 Elizabeth Road Pasadena, MD 21122

6.	Secured Party	Address
	First Annapolis Savings Bank, FSB	2024 West Street Annapolis, MD 21401

7. This Financing Statement covers and Guarantor hereby grants to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

All of the machines, apparatus, equipment, fixtures and articles of personal property of the Guarantor, both now owned and hereafter acquired which are located on the real property described in Exhibit A attached hereto and incorporated herein by reference, or in any improvements thereon, whether now affixed or to be affixed thereto, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now or hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

Guarantors:

Donald W. Grimes  
Donald W. Grimes

RECORD FEE 11.00  
POSTAGE CK .50  
4574490 0055 R01 711104  
05/26/89  
H. ERLE SCHAFER

Mr. Clerk: Please return to M. Willson Offutt, IV, Esq., Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral Street, P.O. Box 868, Annapolis, Maryland 21404.

a:GRIMES.ifs  
FF#85

1100  
60



EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lots Numbered Fifteen (15) through Eighteen (18), inclusive, Section Fifty (50), and Lots Numbered Fifty-Six (56) through Sixty-Two (62), inclusive, Section Forty-Six (46), as shown on a Plat entitled, "GREEN HAVEN, ARMIGER ADDITION", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 4, folio 42 (formerly recorded in Plat Book W.N.W. No. 3, folio 59).

BEING the same property described in the following two Deeds:

1. Dated August 26, 1986 from Karl R. Grube and Darlene R. Grube unto Donald W. Grimes and recorded among the Land Records of Anne Arundel County in Liber 4146, folio 452.
2. Dated July 15, 1986 from Pridemark Enterprises, Inc. unto Donald W. Grimes and recorded among the Land Records of Anne Arundel County in Liber 4124, folio 676.

BEING SUBJECT TO a First Deed of Trust in the amount of \$223,200.00 from Donald W. Grimes to Christine C. Kennison and Alvin J. Eisenrauch as Trustees for the benefit of First Annapolis Savings Bank, FSB and recorded among the aforementioned Land Records in Liber 4770, folio 870.

277444

541 531

DMB/ssp:01.04/28/89

FINANCING STATEMENT

Not subject to  
recordation tax.

XX

Subject to  
recordation tax  
on principal  
amount of  
\$ PAID TO CLERK OF CIRCUIT  
COURT ANNE ARUNDEL COUNTY

1. Name of Debtor: RONALD F. SINES and  
ROBBIE LEE SINES  
  
Address: 1685 Ridgely Court  
Crofton, Maryland 21114
2. Name of Secured Party: FAIRFAX SAVINGS, A FEDERAL RECORD FEE 12.00  
SAVINGS BANK POSTAGE .50  
  
Address: One Rutherford Plaza CK #368470 CT77 R03 714:13  
7133 Rutherford Road 05/26/89  
Baltimore, Maryland 21207 H. ENLE SCHAFER  
Attn: David M. Blum HA CO. CIRCUIT COURT  
Vice President & Counsel

3. This Financing Statement covers the following types (or items) of property.

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the mortgaged premises hereinafter referred to or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor whether now located or hereafter located installed on the premises described in a certain Deed of Trust dated as of April 28, 1989 from Debtor to David M. Blum and Michael J. Potts, Trustees, all property being located in Anne Arundel County, Maryland said property being more particularly described in said Deed of Trust, which is recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland immediately prior hereto.

(b) All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All contract rights in respect of any and all leases executed by Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(d) All accounts receivable in respect of any and all contracts of sale executed by the Debtor, as Seller, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

17-8

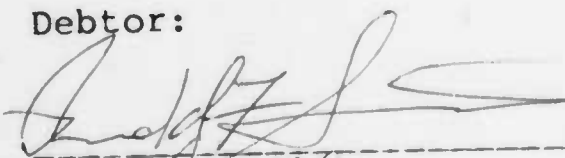
(e) All contract rights in respect of any and all contracts of sale executed by the Debtor, as Seller, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

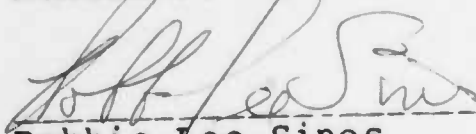
(f) All contract rights, general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including but not limited to all rights to insurance and condemnation proceeds.

(g) All accounts of the Debtor, including but not limited to accounts receivable and deposits on contracts of sale executed by the Debtor, as Seller, of any part or parcel of the described land and the improvements thereon located, whether said accounts are in existence or hereafter created and the proceeds thereof.

4. Proceeds of the collateral are also covered.

Debtor:

 (SEAL)  
Ronald F. Sines

 (SEAL)  
Robbie Lee Sines

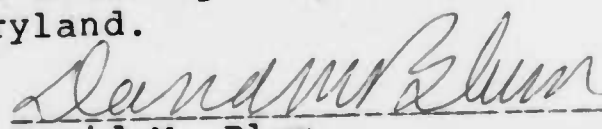
DATED: as of April 28, 1989

PLEASE RECORD WITH: State Department of Assessments and Taxation  
Anne Arundel County (Land Records)  
Anne Arundel County (Financing Statement Records)

AFTER RECORDING, PLEASE RETURN TO:

Maryland Title Company  
One Rutherford Plaza  
7133 Rutherford Road  
Baltimore, Maryland 21207  
Attn: Linda Levinson

This is to certify that this instrument was prepared under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

  
David M. Blum



Financing Statement Records  
Anne Arundel County

STATE OF MARYLAND

541 533

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 489 FOLIO 186 ON August 29, 1985 (DATE)

NOT SUBJECT TO RECORDATION TAX - This Amendment evidences an increase in principal amount of a loan from \$875,000 to \$1,075,000. Recordation Tax has been paid on a First Amendment to Deed of Trust recorded among the Land Records of Anne Arundel County, Maryland simultaneously herewith.

1. DEBTOR

Name HAR-MID, a Maryland General Partnership

Address c/o George P. Phillips, 87 Prince George Street,  
Annapolis, Maryland 21401

2. SECURED PARTY

MONUMENTAL LIFE INSURANCE COMPANY, LARRY G. BROWN, TRUSTEE

Name UNITED REPUBLIC LIFE INSURANCE COMPANY, RICHARD J. KYPTA, TRUSTEE

Address c/o Richard J. Kypta, Monumental Corporation, 1111

North Charles Street, Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒  
(Indicate whether amendment, termination, etc.)

AMENDMENT

The original Financing Statement referenced above is amended as set forth on the attached Schedule A.

RECORD FEE 12.00

POSTAGE .50



#297800 0055 R04 T15:59

05/26/89

H. ERLE SCHAFER

AR CO. CIRCUIT COURT

Dated May 26, 1989

MONUMENTAL LIFE INSURANCE COMPANY

By: Larry G. Brown

(Signature of Secured Party)

Name: Larry G. Brown

Title: VICE PRESIDENT

Type or Print Above Name on Above Line

1200  
1/50

SCHEDULE A

541 PAGE 534

1. Secured Party. The name and address of the Secured Party is:

Monumental Life Insurance Company  
John E. Harring, Trustee  
Larry G. Brown, Trustee

c/o Larry G. Brown  
Monumental Corporation  
1111 North Charles Street  
Baltimore, Maryland 21201

2. Section 4. Section 4 is hereby amended and restated in its entirety to read as follows:

4. The aforesaid items are included as security in a Deed of Trust dated as of August 28, 1985 executed by Debtor in favor of Larry G. Brown and Richard J. Kypka, Trustees, recorded among the Land Records of Anne Arundel County, Maryland in Liber 3939, folio 785, as amended by a Deed of Appointment of Substitute Trustee and a First Amendment to Deed of Trust, securing an indebtedness owed by Debtor, the sole holder of which is Monumental Life Insurance Company.

DEBTOR

HAR-MID, a Maryland general partnership

By:

George P. Phillips  
George P. Phillips,  
General Partner

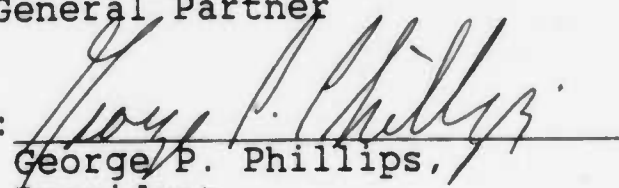
By: ANNAPOLIS HARBOUR HOUSE, INC.,  
a Maryland corporation,  
General Partner

By:

George P. Phillips  
George P. Phillips,  
President

By: HARBOUR SQUARE, INC.,  
a Maryland corporation,  
General Partner

By:

  
George P. Phillips,  
President

To the Filing Officer: After this statement has been recorded,  
please mail the same to: James W. Brooks, Jr., 1100 Charles  
Center South, 36 South Charles Street, Baltimore, Maryland  
21201.



Filed w/Clerk Of Anne Arundel  
County, MD.

STATE OF MARYLAND

541 536

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 277445

If transaction or transactions wholly or partially subject to recorda-  
NOT SUBJECT TO RECORDATION TAX  
tion tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded  
in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Standard Wheel And Rim Company

Address 200 S. Cameron Street, Harrisburg, PA. 17101

2. SECURED PARTY

Name Caterpillar Financial Services Corporation

Address 10630 Little Patuxent Parkway

Columbia, MD. 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00  
POSTAGE .50  
#389640 CT77 R03 714124  
05/26/89  
CK  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One Caterpillar TC30 Lift Truck, S/N 22Y00511

And substitutions, replacements, additions and  
accessions thereto, now owned or hereafter acquired  
and proceeds thereof.

Name and address of Assignee

Secured Party is seller of equipment not subject to recordation tax.

#21372-91

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Standard Wheel And Rim Company

Gerald E. Jacobs Title: ASST SEC  
(Signature of Debtor)

GERALD E. JACOBS  
Type or Print Above Name on Above Line

Gerald E. Jacobs, Asst. Secty.  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Caterpillar Financial Services Corporation

N.F. Sweet  
(Signature of Secured Party)

N.F. Sweet, Doc Supervisor

Type or Print Above Signature on Above Line

SIGNATURE

541 537

STATE OF MARYLAND

277416

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15055

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1368.28

If this statement is to be recorded in land records check here. ☐

This financing statement Dated APRIL 26, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James Moyer  
Address 1417 Tieman Dr., Glen Burnie, MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SRVS.  
Address PO BOX 997, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) 5-9-91

4. This financing statement covers the following types (or items) of property: (list)

Stereo Cassette  
Sound Design Stereo  
TV  
(2) VCR's

Name and address of Assignee

RECORD FEE 11.00  
RECORD TAX 10.50  
POSTAGE .50  
05/26/89

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

JAMES MOYER (Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

MARY BRY (Signature of Secured Party)

Type or Print Above Signature on Above Line

11 1050 .50

541 PAGE 538

STATE OF MARYLAND

277447

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15035

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1240.80

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 4-17-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JULIANNA TANNER

Address 7017-B CHRISTIAN LOOP FT. MEADE, MD. 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

RECORD FEE 11.00  
RECORD TAX 10.50  
POSTAGE GK .50  
#369660 C777 R03 T14525  
03/20/89

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

*Juliana Joseph Samer*  
(Signature of Debtor)

JULIANNA TANNER

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Gina Jordan*  
(Signature of Secured Party)

GINA JORDAN ADMIN. ASST.

Type or Print Above Signature on Above Line

11 10-50-16



541 539

STATE OF MARYLAND

277418

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 15020

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1774.99

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 4-13-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name ERIC J. RUCK

Address 8051 WINDINGWOOD RD. GLEN BURNIE, MD. 21061

## 2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

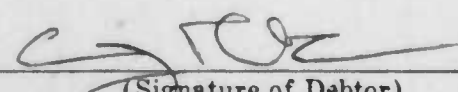
Name and address of Assignee	
RECORD FEE	11.00
RECORD TAX	14.00
POSTAGE	CK .30

8369670 0777 1803 114:26

05/26/89

H. ERLE SCHAFER

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY" CO. CIRCUIT COURT

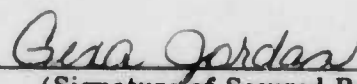
CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)  
(Signature of Debtor)

ERIC J. RUCK

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



(Signature of Secured Party)

GINA JORDAN ADMIN. ASST.

Type or Print Above Signature on Above Line

1114 - 80

541 PAGE 540

STATE OF MARYLAND

277419

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15027

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2610.42

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 4-04-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ELI J. SNYDER

Address 683 DUVALL HWY. PASADENA, MD. 21122

2. SECURED PARTY

Name AVCO FIANANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

RECORD FEE 11.00  
RECORD TAX 21.00  
POSTAGE CK .05  
#369690 C/77 R03 T14:26  
05/26/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT  
POSTAGE .45  
#369690 C/77 R03 T14:26  
05/26/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMERP PERSONAL PROPERTY"

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

*El. J. Snyder*  
(Signature of Debtor)

ELI J. SNYDER  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Mary Bryant*  
(Signature of Secured Party)

MARY BRYANT ADMIN. ASST.

Type or Print Above Signature on Above Line

11 21 .5

8004

541 541

STATE OF MARYLAND

277450

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ None

If this statement is to be recorded in land records check here. ☐

This financing statement Dated May 23, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name McLEAN CONTRACTING CO.  
Address 6700 Curtis Court, Glen Burnie, MD. 21061

2. SECURED PARTY

Name INGERSOLL-RAND EQUIPMENT SALES  
Address 5681 Main Street, Elkridge, MD. 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

2 - Ingersoll-Rand Model 5080D4MH Light Towers, SN 8712B0383 & 8812B0763 and all attachments and accessories thereto.

Name and address of Assignee

RECORD FEE 11.00  
POSTAGE .00  
#369770 C777 R03 T14:29  
05/26/89  
CK H. ERLE SCHAFER  
AA CO. CIRCUIT COURT  
POSTAGE .50  
#369780 C777 R03 T14:30  
05/26/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☒ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

McLEAN CONTRACTING CO.

*[Signature]* VP/TECHNICAL  
(Signature of Debtor) (Title)

FREDERICK W. RICH  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

INGERSOLL-RAND EQUIPMENT SALES

*[Signature]*  
(Signature of Secured Party)

Bradley W. Berger, Adm. Mgr.

Type or Print Above Signature on Above Line

11.50



277451

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ not subject

If this statement is to be recorded in land records check here ☐

This financing statement Dated 5-19-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Norman Rohn & Son, Inc.  
Address PO Box 977 Jessup, Md. 20794

2. SECURED PARTY

Name STULL POWER EQUIP. CO.  
Address 10752 TUCKER ST.  
BELTSVILLE, MD. 20705

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

ALL INVENTORY OF GOODS DISTRIBUTED BY STULL POWER EQUIPMENT COMPANY, A DIVISION OF STULL ENTERPRISES, INC. INCLUDING BUT NOT LIMITED TO CHAIN SAWS, LAWS AND GARDEN TRACTORS, POTATO MOWERS, KYLEN GARDEN TRIMMERS, APPLICABLE PARTS, ACCESSORIES, AND ACCOUNT RECEIVABLE ARISING FROM THE SALE OR TRADE OF SAME.

RECORD FEE 11.00  
POSTAGE CK .50  
#369790 C177 R03 T14:30  
05/26/89  
H. ERLE SCHAFER  
PA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Norman R. Rohn For Norman Rohn & Son.  
(Signature of Debtor)

Norman R. Rohn  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

R.D. Hogans  
(Signature of Secured Party)

R.D. Hogans Credit Mgr.  
Type or Print Above Signature on Above Line

11.00

# Financing Statement

05-65919-453920

Corporation Commission

Book 541 Page 543  
 of the Anne Arundel Court,

File No.

277452

Subject to Recordation Tax:

Yes \_\_\_\_\_ No X

☒ File in Land Records - Cross reference to Public Records

Please file this Financing Statement pursuant to the Uniform Commercial Code. Kindly send up a receipt as evidence of filing indicating the File Number thereon. Filing fee attached.

SEARS, ROEBUCK AND CO.

Name of Debtor

AGNES I Phillips

Complete Address of Debtor

1202 Bay View Ave Shady Side, Md.

Secured Party

SEARS, ROEBUCK AND CO.

Unit address

Sears, Roebuck & Co.

Rockville Credit Control # 8308

5520 Randolph Road

Rockville, MD 20852

This Financing Statement covers the following property:

Full description of merchandise and services:

Sears Designer Deck

RECORD FEE 11.00

POSTAGE OK .50

RECEIVED CIVIL AND CRIMINAL

05/26/89

H. PAUL SCHAFER

AA CO. CIRCUIT COURT

Total Cash price

\$ 9929.00

Finance Charges

\$ \_\_\_\_\_

if any

Total Secured Amount \$

9929.00

Proceeds and products of the above collateral and any returned or repossessed goods are also covered.

(If collateral is goods which are or are to become fixtures)

☒ The above described goods are affixed or to be affixed to (describe real estate and give names of owners of record):

Name \_\_\_\_\_ Name \_\_\_\_\_

BLK.# 4 LOT# 7 Address \_\_\_\_\_

(If collateral is crops)

☐ The above listed crops are growing or are to be grown on (describe real estate and give names of owners of record):

Signature of Debtor

1. Signature

Agnes I. Phillips

print above name

AGNES I Phillips

2. Signature

Agnes I. Phillips

print above name

Signature of Secured Party

SEARS, ROEBUCK AND CO.

By

C.R. Brice

C.R. Brice, Operating Manager

Title

Credit Sales Manager

Top Copy - Office Second Copy - Office Third Copy - Customer (Original Signature on #1 and #2 Copy)

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Louis Albert Alicea  
Marsha E. Alicea

490 Patuxent Road #36  
Odenton, Maryland 21113

SECURED PARTY

John Hanson Savings Bank FSB

809 Gleneagles Court, Suite 201  
Towson, Maryland 21204

1. This Financing Statement covers the following types (or items) of property (the collateral).

NEW 1989 Imperial Homes Corp. "Regal" #209, 70 X 14 mobile home  
Serial # IH892989, Blue/White

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORD FEE 12.00  
POSTAGE CK .50  
#367820 CTT7 R03 T14:32  
05/26/89  
IM E SCHAFER  
AA CO. CIRCUIT COURT

Debtor

✓ Louis Albert Alicea  
✓ Marsha E. Alicea

Secured Party

JOHN HANSON SAVINGS BANK FSB

By

*[Signature]*

NOTE: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc. which has been assigned to John Hanson Savings Bank FSB.

10580



541 545

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

☐ (check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 248887 recorded in Liber 465, Folio 381 on 9/6/83 at Anne Arundel County  
Date Location

1. DEBTOR(S): Spar Associates, Inc.  
ADDRESS(ES): 927 West Street  
Annapolis, Maryland 21401

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: Debra L. Phipps  
ADDRESS: MAILSTOP: 500-501; Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):  
Spar Associates, Inc. 927 West Street, Annapolis, Maryland 21401

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.

4. ☒ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. ☐ AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:  
a. ☐ Not subject to Recordation Tax.  
b. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. \_\_\_\_\_

J. F. CLERK

RECORD FEE 10.00  
POSTAGE .50  
#349330 0771 103 T14433  
05/26/89  
LE SCHAFER  
AA CO. CIRCUIT COURT

DEBTOR(S) Spar Associates, Inc.  
(Signature necessary only if Item 6 is applicable)  
BY [Signature] (SEAL)  
Laurent C. Deschamps, President  
BY \_\_\_\_\_ (SEAL)  
Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank  
BY [Signature] (SEAL)  
Timothy J. Murphy, Commercial Banking Officer  
(Type Name and Title)  
To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

15.4

PARTIES		FINANCING STATEMENT Uniform Commercial Code Form UCC-1 IMPORTANT-Please read instructions on reverse side of page 4 before completing	
Debtor name (last name first if individual) and mailing address:  AMIGH ROBERT L. 13 S. PAULA STREET LAUREL MD 20707		Filing No. (stamped by filing officer): <b>541</b>	Date, Time, Filing Office (stamped by filing officer): <b>546 277454</b>
Debtor name (last name first if individual) and mailing address:  AMIGH LINDA D. 13 S. PAULA STREET LAUREL MD 20707		5	
Debtor name (last name first if individual) and mailing address:		This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box): <input type="checkbox"/> Secretary of the Commonwealth. <input type="checkbox"/> Prothonotary of _____ County. <input type="checkbox"/> real estate records of _____ County.	
1b		6	
Secured Party(ies) names(s) (last name first if individual) and address for security interest information:  BRYANT & BRYANT BOWIE, MD 20715		Number of Additional Sheets (if any): 7	
2		Optional Special Identification (Max. 10 characters): 8	
Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:  GREEN TREE ACCEPTANCE INC.  2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194		COLLATERAL Identify collateral by item and/or type:  1983 CHAMPION TITAN 24 X 44 SERIAL # 8644938646543AB AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE." <input type="checkbox"/> (check only if desired) Products of the collateral are also covered.	
2a		9	
Special Types of Parties (check if applicable): <input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively. <input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively. <input type="checkbox"/> Debtor is a Transmitting Utility.		Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)): a. <input type="checkbox"/> crops growing or to be grown on - b. <input type="checkbox"/> goods which are or are to become fixtures on - c. <input type="checkbox"/> minerals or the like (including oil and gas) as extracted on - d. <input type="checkbox"/> accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -	
3		10	
SECURED PARTY SIGNATURE(S)  This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)): a. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor. b. <input type="checkbox"/> as to which the filing has lapsed. c. already subject to a security interest in another county in Pennsylvania: <input type="checkbox"/> when the collateral was moved to this county. <input type="checkbox"/> when the Debtor's residence or place of business was moved to this county. d. already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the collateral was moved to Pennsylvania. <input type="checkbox"/> when the Debtor's location was moved to Pennsylvania. e. <input type="checkbox"/> which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).		the following real estate: Street Address: Described at: Book _____ of (check one) <input type="checkbox"/> Deeds <input type="checkbox"/> Mortgages, <input type="checkbox"/> Page(s) _____ for _____ County. Uniform Parcel Identifier _____ <input type="checkbox"/> Described on Additional Sheet. Name of record owner (required only if no Debtor has an interest of record):	
Secured Party Signature(s) (required only if box(es) is checked above):  BRYANT & BRYANT <i>Robert M. Bryant - President</i>		OEBTOR SIGNATURE(S) Debtor Signature(s): AMIGH ROBERT L. <i>Robert L. Amigh</i> AMIGH LINDA D. <i>Linda D. Amigh</i>	
4		11	
RETURN RECEIPT TO:  GREEN TREE ACCEPTANCE INC.  2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194		12	

PARTIES	
Debtor name (last name first if individual) and mailing address:	
MEDFORD DAVID E. 1620 SHANNON O CIRCLE SEVERN MD 21144	1
Debtor name (last name first if individual) and mailing address:	
1620 SHANNON O CIRCLE SEVERN MD 21144	1a
Debtor name (last name first if individual) and mailing address:	
	1b
Secured Party(ies) names(s) (last name first if individual) and address for security interest information:	
PROFESSIONAL MH BROKERS 10401 LANHAM-SEVERN ROAD LANHAM, MD 20706	2
Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:	
GREEN TREE ACCEPTANCE INC.  2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194	2a
Special Types of Parties (check if applicable): <input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively. <input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively. <input type="checkbox"/> Debtor is a Transmitting Utility.	
	3

SECURED PARTY SIGNATURE(S)	
This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):-	
a. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor.	
b. <input type="checkbox"/> as to which the filing has lapsed.	
c. already subject to a security interest in another county in Pennsylvania- <input type="checkbox"/> when the collateral was moved to this county. <input type="checkbox"/> when the Debtor's residence or place of business was moved to this county.	
d. already subject to a security interest in another jurisdiction- <input type="checkbox"/> when the collateral was moved to Pennsylvania. <input type="checkbox"/> when the Debtor's location was moved to Pennsylvania.	
e. <input type="checkbox"/> which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).	
Secured Party Signature(s) (required only if box(es) is checked above):	
PROFESSIONAL MH BROKERS	
	4

FINANCING STATEMENT Uniform Commercial Code Form UCC-1 IMPORTANT-Please read instructions on reverse side of page 4 before completing	
Filing No. (stamped by filing officer):	Date, Time, Filing Office (stamped by filing officer):
BOOK 541 PAGE 547	277455
5	
This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box): <input type="checkbox"/> Secretary of the Commonwealth. <input type="checkbox"/> Prothonotary of _____ County. <input type="checkbox"/> real estate records of _____ County.	
6	
Number of Additional Sheets (if any):	
7	
Optional Special Identification (Max. 10 characters):	
8	
COLLATERAL	
Identify collateral by item and/or type:	
1979 ZIMMER WINDSOR 14 X 70 SERIAL # ZWI70149496 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE." <input type="checkbox"/> (check only if desired) Products of the collateral are also covered	
9	
Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)): a. <input type="checkbox"/> crops growing or to be grown on - b. <input type="checkbox"/> goods which are or are to become fixtures on - c. <input type="checkbox"/> minerals or the like (including oil and gas) as extracted on - d. <input type="checkbox"/> accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -	
the following real estate: Street Address: Described at: Book _____ of (check one) <input type="checkbox"/> Deeds <input type="checkbox"/> Mortgages, at Page(s) _____ for _____ County. Uniform Parcel Identifier _____ <input type="checkbox"/> Described on Additional Sheet. Name of record owner (required only if no Debtor has an interest of record):	
10	
DEBTOR SIGNATURE(S)	
Debtor Signature(s):	
MEDFORD DAVID E. X	
1a	
1b	
11	
RETURN RECEIPT TO:	
GREEN TREE ACCEPTANCE INC.  2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194	
12	



541 548

277456

Check before filling out form.		PENNSYLVANIA, MN, 55303 (612) 421-1713	
This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es)	2 Secured Party(ies) Name(s) and Address(es)	4 For Filing Officer: Date, Time, No. Filing Office	
GORE JR ROBERT A. GORE BRENDA S. 7959 TELEGRAPH RD. SEVERN MD 21144	CHESAPEAKE MH OF LAUREL, MD 10039 N. SECOND AVENUE LAUREL, MD 20707	RECORD FEE 12.00 POSTAGE CK .50 #369910 CTTT R03 T14:38 05/28/89 H. EALE SCHAFER GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBRIDGE, VA 22194	
5 This Financing Statement covers the following types (or items) of property		6 Assignee(s) of Secured Party and Address(es)	
1988 HOLLY PARK SERIAL # 03FP10495 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT		2200 OPITZ BOULEVARD SUITE 245 WOODBRIDGE, VA 22194	
<input type="checkbox"/> Products of the Collateral are also covered		<input type="checkbox"/> The described crops are growing or to be grown on.* <input type="checkbox"/> The described goods are or are to be affixed to.* <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on.* *(Describe Real Estate in Item 8.)	
8 Describe Real Estate Here.		9 Name of a Record Owner	
not apply to nonpurchase money household goods as defined at 16 CFR 444.1(i) or the state law equivalent statute.		This financing statement does	
No. & Street	Town or City	County	Section Block Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State			
11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).			
GORE JR ROBERT A.		GORE BRENDA S.	
By <i>Robert A. Gore</i>		<i>Brenda S. Gore</i>	
Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies)	
(3/83)		(Required only if Item 10 is checked.)	
(1) FILING OFFICER COPY—NUMERICAL STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania			

541 549

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

☐ TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use

File No. \_\_\_\_\_

Date &

Hour \_\_\_\_\_

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement 276309

Date of Filing February 8, 1989 Record Reference Book 537, Page 530

Maturity date (if any) \_\_\_\_\_

Name(s) of Debtor(s) or assignor(s) No. Street City State  
(Last Name First)  
K B L Enterprises, Inc., 7419 Ritchie Highway, Glen Burnie, Maryland 21061

Name of Secured Party or assignee No. Street City State  
Montana's of Glen Burnie, Inc. c/o Mr. Benson Fischer, 927 Fifteenth Street, N.W.,  
Washington, D.C. 20005

CHECK APPLICABLE STATEMENT

☐ CONTINUATION

The original Financing Statement identified above by file number is still effective.

☐ TERMINATION

The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.

☐ RELEASE

From the property described in the original Financing Statement identified above, the property described below is released.

☒ ASSIGNMENT

The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

☐ OTHER

RETURN TO:

David E. Weisman, Esquire  
Meyer, Faller, Weisman & Greenburg, P.C.  
4400 Jenifer Street, N.W., Suite 380  
Washington, D.C. 20015

J. F.  
CLERK

RECORD FEE 10.00

POSTAGE .50

RECEIVED 2/7/89 10:14:40

05/26/89

Secured Party hereby assigns all of its rights  
under the original Financing Statement identified  
above to:

H. ERLE SCHAFER  
H. CO. CIRCUIT COURT

Jorge M. Garcia  
c/o R. Scott Faley, Esquire  
1706 New Hampshire Avenue, N.W.  
Washington, D.C. 20009

Debtor(s) or assignor(s)

MONTANA'S OF GLEN BURNIE, INC. (SEAL)  
(Corporate, Trade or Firm Name)

By:

Signature of Secured Party or Assignee  
Benson Fischer, President

(Type or print name under signature)

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

UNIFORM COMMERCIAL CODE

152

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$50000.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Anne Arundel General Hospital and Medical Center Inc.  
Address Franklin & Cathedral Sts. Annapolis, MD 21401

2. SECURED PARTY

Name G.E. Capital Corp.  
Address Corporate Center One; 55 Federal St. Danbury, CT 06813

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One Beckman Instruments Synchron CX3 Analyzer with table, rapid kit and Second Disk Drive.

89-1027

Amount subject to recordation tax \$350.00

RECORD FEE 11.00  
RECORD TAX 350.00  
POSTAGE .50  
#369980 CYT7 R03 T14:41  
05/26/89  
CK H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X F.T. Althaus  
(Signature of Debtor)

X F.T. Althaus Pres  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Eileen Rattner  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11-350

86



Account#53797

541 PAGE 551

Tower Federal



Credit Union

277458

### FINANCING STATEMENT

Debtor(s)

Date: May 19th, 1989

Name: Edward W. Salisbury  
Kim A. Salisbury

Address: 7932 Doresey Run Rd  
Jessup, Md. 20794

Secured Party: Tower Federal Credit Union  
P.O. Box 123  
Annapolis, Maryland 20701

1. The Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). KUBOTA TRACTOR

2. If above described personal property is to be affixed to real property, describe real property.

3. Proceeds of collateral ☐ are ☒ are not covered.

4. Products of collateral ☐ are ☒ are not covered.

5. This transaction ☒ is ☐ is not subject to a recordation tax.

If subject to tax: Amount Financed \$6,135.00 Recordation Tax 45.50 ± 12.50 record fee

RECORD FEE 12.00  
RECORD TAX 45.50  
POSTAGE GK .50  
#370000 CT77 H03 714:42  
05/25/89

H. EARLE SCHAFER  
AA CO. CIRCUIT COURT

Debtor(s):

(Signature)

Edward W. Salisbury  
(Type or Print)

(Signature)

Kimberly A. Salisbury  
(Type or Print)

Circuit Court of Anne Arundel County  
Secured Party:

Tower Federal Credit Union

By:

TO: THE FILING OFFICER:

After recordation please mail to:

Tower Federal Credit Union  
P.O. Box 123  
Annapolis Junction, Maryland 20701



A/C#53797

"ADDENDUM TRACTOR

The undersigned debtor grants to Tower Federal Credit Union, its successors and assigns, a purchase money security interest, in accordance with the terms and conditions of the Security Agreement for Closed End Loan on the reverse side of the Loan Request and Consumer Credit Disclosure Statement to which this Addendum is attached, in and to the following described personal property:

Collateral: TRACTOR " NOT FARM EQUIPMENT"

☒ New ☐ Old

Year: 1989

Description: Tractor

Make and Model: Kubota Model# L2850 DT

~~XXXX~~ Length: 34hp, 4 W/D

Serial Number: #57121

Tonnage: \_\_\_\_\_

Equipment (included as part of the collateral):

☒ BF500 - Quick Attach - Front Loader - 60 inch

Serial No. \_\_\_\_\_

☐ Other: \_\_\_\_\_

The collateral is to be located at: 7932 Dorsey Run Road  
Jessup, Md. 20794

Date: \_\_\_\_\_

*Edwar W. Salisbury*  
DEBTOR Edwar W. Salisbury

*K A Salisbury*  
DEBTOR Kimberly A. Salisbury

Box 123/Annapolis Junction/Maryland 20701/301-688-6486

541 553

STATE OF GEORGIA  
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM 1 (REVISED 1983)

INSTRUCTIONS

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send first 2 copies with interleaved carbon paper to the filing officer. Enclose filing fee of \$3.50. For additional pages add \$.50 per page.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of two copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party.
4. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
5. At the time of original filing, filing officer should return second copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use second copy as a Termination Statement. Filing fee for Termination Statement is included in initial filing fee.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) Name and Mailing Address: (Do not abbreviate) Star Valley Const. Co., Inc. 3951 Patuxent River Road Harwood, Md. 20776	2. Secured Party(ies) Name and Address: American Associated Roofing Distributors, Inc. P. O. Box 4056 Atlanta, Georgia 30302	3. (For Filing Officer Only) File Number: RECORD FEE 11.00 Time: Date: County, Georgia Office of Clerk, Superior Court
4. Assignee of Secured Party(ies), if any, Name and Address: BK DC 531-12 FILE # 274136		5. If an applicable box is checked below, this financing statement is to be indexed in the real estate records as described in item 6a: <input type="checkbox"/> The crops listed herein are growing or to be grown on the real estate described herein. <input type="checkbox"/> The goods listed herein are or are to become fixtures on the real estate described herein. <input type="checkbox"/> The minerals or the like listed herein (including oil and gas) or accounts will be financed at the wellhead or minehead of the well or mine located on the real estate described herein.
6. This Financing Statement covers the following types (or items) of property: (NOTE: If collateral is crops, fixtures, minerals or the like, complete item 5; proceeds derived from cash proceeds must be specifically described below.) 1 Ea. Gravely 8 HP. Manual 2 Speed Tractor 1 Ea. Gravely 4.00x8 Semi-Pneumatic Wheel 1 Ea. Nieman Tear Off Machine		The record owner or lessee of the real estate is #331990 CT77 R01 T10:31 08/10/89
<input checked="" type="checkbox"/> Check if products of the collateral are also covered.		6a. Describe real estate applicable to item 5, if any:
7. This Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral (check where applicable, otherwise Debtor is required to sign and Secured Party is not required to sign) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this State or when the debtor's location was changed to this State; <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor.		

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date: April 20, 1989

By: Ellen M. T. [Signature]  
(Signature of Secured Party or Assignee of Record, Not Valid Until Signed.)

2

Filing Officer Copy — Acknowledgment — Filing officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.



541 PAGE 554

277460

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO

CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

(Un  
FORM FOR

inia 23209)  
ENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.

THE SHADE AND SHUTTER SHOP  
2028-B INDUSTRIAL DRIVE  
ANNAPOLIS, MD 21401

Check the box indicating the kind of statement.  
Check only one box.

- ☒ ORIGINAL FINANCING STATEMENT  
☐ CONTINUATION-ORIGINAL STILL EFFECTIVE  
☐ AMENDMENT  
☐ ASSIGNMENT  
☐ PARTIAL RELEASE OF COLLATERAL  
☐ TERMINATION

RECORD FEE 11.00  
4370030 CYT7 R03 114144  
05/26/89  
H. ERLE SCHAFER  
AA CG, CIRCUIT COURT

Name & address of Secured Party

SAILORS & MERCHANTS BANK AND TRUST  
133 MAPLE AVENUE EAST  
VIENNA, VA 22180

Name & address of Assignee

Date of maturity if less than five years MAY 5, 1994

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

UNCONDITIONAL GUARANTYS OF FRAZIER S. GARDELLA AND BETTY F. GARDELLA,  
ALL ASSETS OF THE BUSINESS AND FINANCING STATEMENTS. A FIRST LIEN PURSUANT TO THE  
UNIFORM COMMERCIAL CODE ON ALL BORROWER'S FURNITURE AND FIXTURES, MACHINERY  
AND EQUIPMENT, INVENTORY AND ACCOUNTS RECEIVABLE NOW OWNED OR HEREAFTER  
ACQUIRED AND PROCEEDS THEREFROM.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

FILING OFFICER COPY

Revised 7-1-82

277461

541 555

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Maturity Date (Optional):

Debtor and social security or IRS emp. ID number and Address:

Secured Party and Address:

PLAZA VIDEO  
DON KNIGHT  
160 RITCHIE HWY  
SEVERNA PARK, MD 21146

SENCORE INC  
3200 SENCORE DRIVE  
SIOUX FALLS, SD 57107

RECORD FEE 12.00  
#370040 0777 R03 114:44  
05/26/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CK

This financing statement covers the following types (or items) of property:

SENCORE ELECTRONIC TEST EQUIPMENT. MODEL NUMBERS  
1 NT64 1 VC 63  
1 EX231

Describe real estate: (If collateral is crops) The above described crops are growing or are to be grown on, OR  
(If collateral is goods which are or are to become fixtures) The above goods are affixed or to be affixed to:

EXEMPT FROM STATE RECORDATION TAX. SECURED PARTY IS SELLER.  
CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR. AFTER FULL PAY-  
MENT HAS BEEN MADE, IT BECOMES THE PROPERTY OF THE DEBTOR.

Check (X) if covered: ☐ Proceeds of collateral are also covered. ☐ Products of collateral are also covered.

For Filing Officer (Date, Time, Number, and Filing Office):

Assignee of secured party:

Number of additional sheets, if any:

Filed with:

PLAZA VIDEO

SENCORE INC

By: Donald L. Knight  
Signature of DebtorBy: Kris Gies  
Signature of Secured Party

Form: SOS UCC 310 07/80

UCC 1 SOUTH DAKOTA UNIFORM COMMERCIAL CODE  
(1) FILING OFFICER COPY-ALPHABETICALKRIS GIES  
Approved by: Secretary of State, State of South Dakota.

541 556  
STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

277462

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee:  
Name P.J.'S DELI, INC.

THIS FINANCING STATEMENT IS BEING FILED FOR NOTICE PURPOSES AND IS NOT INTENDED TO CONVERT THE LEASE INTO A SECURITY AGREEMENT.

Address 1641 Rt. 3, North, Crofton, MD 21114

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation

Address P.O. Box 157, Willow Grove, PA 19090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

(1) ElectroFreeze Soft Serve Machine #55TF

Name and address of Assignee  
CONTINENTAL BANK  
16th & Locust Street  
8rd Floor  
Philadelphia, PA 19102

*S/N - CU772*

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

*Earnley M. Comer*  
Earnley M. Comer, President  
P.J.'S DELI, INC.

Type or Print Above Signature on Above Line

Asst. Secy.

(Signature of Secured Party)

Century Equipment Leasing Corporation

Type or Print Above Signature on Above Line

RECORD FEE 11.00  
#370050 0777 R03 T14  
CK  
H. TRILE SCHAFER  
HA CO. CIRCUIT COURT



541 557

277463

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here ☒

This financing statement Dated June 30 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name HECHINGER COMPANYAddress 3500 Pennsy Drive, Landover, MD 20785

## 2. SECURED PARTY

Name THE FIRST NATIONAL BANK OF BOSTON, TrusteeAddress 100 Federal St., Floor 8Boston, MA 02110

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) None

4. This financing statement covers the following types (or items) of property: (list)

All apparatus, equipment, machinery, signs, sign-pylons and other articles of personal property affixed or attached to, located or erected on or used in connection with the operation and occupancy of the real property described below excluding, however, any telephone equipment, signs, inventory of tools, supplies and materials, store merchandise, motorized vehicles, movable partitions, display racks, shelves, cash registers, computers and other trade fixtures (other than sign-pylons, wiring and HVAC machinery and ducts) belonging to the Debtor or third-parties.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

A Hechinger home-improvements store situated on 2.06 acres of leased land in the Southdale shopping center located on 44.36 acres of land in the 3rd Election District of Anne Arundel County, Maryland.

☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

HECHINGER COMPANY

(Signature of Debtor)

By W. Lee McCall

Type or Print Above Name on Above Line

SENIOR VICE PRESIDENT - FINANCE

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE FIRST NATIONAL BANK OF BOSTON, Trustee

(Signature of Secured Party)

By Robert J. Dunn

Type or Print Above Signature on Above Line

Robert J. Dunn

11-5

541 PAGE 558

277464

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code		Maturity Date (Optional)
Debtor and social security or IRS emp. ID number and Address	Secured Party and Address	
PLAZA VIDEO DON KNIGHT 160 RITCHIE HWY SEVERNA PARK, MD 21146	SENCORE INC 3200 SENCORE DRIVE SIOUX FALLS, SD 57107	RECORD FEE GK 12.00 R370110 0777 R03 T14:56 05/25/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT
This financing statement covers the following types (or items) of property		For Filing Officer (Date, Time, Number, and Filing Office).
SENCORE ELECTRONIC TEST EQUIPMENT. MODEL NUMBERS		Assignee of secured party:
1 FS74	1 SCR250	
1 FC71	1 RG67	
1 SR68	1 PA241	
1 ST65	1 VA62	
Describe real estate: (If collateral is crops) The above described crops are growing or are to be grown on, OR (If collateral is goods which are or are to become fixtures) The above goods are affixed or to be affixed to		Number of additional sheets, if any:
EXEMPT FROM STATE RECORDATION TAX. SECURED PARTY IS SELLER. CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR. AFTER FULL PAY- MENT HAS BEEN MADE, IT WILL BECOMES THE PROPERTY OF THE DEBTOR.		
Check (X) if covered: <input type="checkbox"/> Proceeds of collateral are also covered. <input type="checkbox"/> Products of collateral are also covered.		
Filed with:		
PLAZA VIDEO	SENCORE INC	
By: <u>Donald L. Knight</u>	By: <u>Kris Gies</u> 5-22-89	
Signature of Debtor	Signature of Secured Party	
Form: SOS UCC 310 07/80	KRIS GIES	
DON KNIGHT	Approved by: Secretary of State, State of South Dakota.	
UCC 1 - SOUTH DAKOTA UNIFORM COMMERCIAL CODE		
(1) FILING OFFICER COPY - ALPHABETICAL		

277463

## STATE OF MARYLAND

541 559

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

Inventory/Equipment

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Elliott & Frantz, Inc.  
Address 450 East Church Road King of Prussia, PA 19406

## 2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.  
Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) Hitachi Model 400LC Excavator, S/N 164-2357

EQUIPMENT LOCATION:  
10421 Guilford Road  
Jessup, MD 20794

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Elliott & Frantz, Inc.

Charles Palmer  
(Signature of Debtor)

Charles Palmer, Tres.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White  
(Signature of Secured Party)

Patrick White, Asst Vice President

Type or Print Above Signature on Above Line

RECORD FEE 11.00  
POSTAGE GK .50  
#370140 6777 R03 T14:57  
05/26/89  
H. ERIC SCHAFER  
AA CO. CIRCUIT COURT



## FINANCING STATEMENT

1. ☐ To be recorded in the Land Records.2. ☒ To be recorded among the Financing Statement Records.3. ☐ Not subject to Recordation Tax.

4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ SEE ATTACHED SCHEDULE A. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk, Circuit Court of Anne Arundel County

5. Debtor(s) Name(s)  
JANE & ALEXANDER'S, LTD.

Address(es)  
Eastpoint Shopping Center  
Annapolis, Maryland 21403

6. Secured Party  
Equitable Bank, National Association  
Attention: Kim Hill  
(Type name & title)  
Documentation Specialist

Address  
100 South Charles Street  
Baltimore, Maryland 21201

RECORD FEE 11.00  
RECORD TAX 147.00  
POSTAGE GK .50  
05/28/89  
COURT

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☒ A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors

JANE &amp; ALEXANDER'S, LTD. (Seal)

(Seal)

By Alexander Shepherd (Seal)  
Alexander Shepherd, President

(Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

11.50  
EQUITABLE BANK, N.A.  
COMMERCIAL NOTE DEPT.  
6th FLOOR  
BALTIMORE, MARYLAND 21201

# SCHEDULE A

541 PAGE 561

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association and Jane & Alexander's, Ltd.

## CERTIFICATION FOR ALLOCATION OF MARYLAND RECORDATION TAX

Date: March 23, 1989

TO: SDAT

REFERENCE: Jane & Alexander's, Ltd.

With respect to the above-referenced loans and to the personal property (the "Collateral") securing said loans, the Debtor hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

1. Value of Inventory and Other Exempt Collateral \$ 2,000.00
2. Value of Equipment and Other Non-Exempt Collateral \$ 14,000.00
3. Total Value of Collateral \$ 16,000.00
4. Computation of Amount of Debt Exempt from Recordation Tax:
 

<u>Value of Exempt Collateral</u>	X	<u>Total Amount of Debt Secured</u>	=	<u>Amount of Debt Exempt from Tax</u>
\$ 2,000.00	X	\$ 24,000.00	=	\$ 3,000.00
\$ 16,000.00				
5. Amount of Non-Exempt Debt: \$21,000.00
6. Recordation Tax Due on Non-Exempt Debt, Rounded Off
 

\$ 3.50	X	\$ 21,000.00	=	\$ 147.00
5.00				

EQUITABLE BANK, N.A.  
COMMERCIAL NOTE DEPT.  
6th FLOOR  
BALTIMORE, MARYLAND 21201

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1  
Identifying File No. 277467

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Fiber Technology, Inc. 2596-4  
Address 5303 Coastal Highway Ocean City MD 21842

2. SECURED PARTY

Name Kawasaki Motors Finance Corporation  
Address P. O. Box 25301  
Santa Ana CA 92799-5301

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED EXTENSION SHEET FOR  
APPROPRIATE STATEMENT OF COLLATERAL

Name and address of Assignee

RECORD FEE CK 13.00  
POSTAGE .50  
#370270 0777 R03 115:14  
05/26/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

(NOT SUBJECT TO RECORDATION TAX)

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Fiber Technology, Inc.

Kawasaki Motors Finance Corporation

*Buff J. Procter, Inc.*  
(Signature of Debtor)

Buff J. Procter  
Type or Print Above Name on Above Line

Michele D Procter  
(Signature of Debtor)

Michele D. Procter  
Type or Print Above Signature on Above Line

*Helen A. Fox*  
(Signature of Secured Party)

Helen A. Fox  
Type or Print Above Signature on Above Line



CONTINUATION OF FINANCING STATEMENT BETWEEN

SECURED PARTY

Kawasaki Motors Finance Corporation  
P.O. Box 25301  
Santa Ana, CA 92799-5301

DEBTOR

Fiber Technology, Inc.  
5303 Coastal Highway  
Ocean City, MD 21842

BOOK 541 PAGE 563

DEBTOR hereby grants to SECURED PARTY a continuing Security Interest in:  
All of Debtor's right, title and interest in and to the following: (a) motorcycles,  
all terrain vehicles, watercraft, utility vehicles, generators and all other  
inventory, equipment or goods financed by Secured Party, whether now owned or later  
acquired by Debtor, together with all improvements, replacements or additions  
thereto, and the proceeds and receivables from the sale or disposition of any of the  
above (including insurance premiums and insurance payments to Debtor), wherever the  
same may be located.

(NOT SUBJECT TO RECORDATION TAX)

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland

TOTAL NUMBER OF SHEETS 3

CONTINUATION OF FINANCING STATEMENT BETWEEN

SECURED PARTY:

Kawasaki Motors Finance Corporation  
P.O. Box 25301  
Santa Ana CA 92799-5301

DEBTOR:

Fiber Technology, Inc.  
5303 Coastal Highway  
Ocean City, MD 21842

BOOK 541 PAGE 564

Please index this filing to all additional Debtor names, DBAs, and/or addresses as listed below:

ADDITIONAL DEBTOR: NAME(S):

1. DBA Water Ways

ADDITIONAL DEBTOR: DBA(S):

ADDITIONAL DEBTOR: ADDRESS(ES):

1. 2104 Generals Hwy.. Annapolis, MD 21401
2. 7501A Ridge Rd., Frederick, MD 21701

541 565

277468

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): Robert E. Gertz T/A Quality Builders 1211 St. Sepehns Church Road Crownsville, MD 21032 M-34168 A.A.	(2) Secured Party(ies) (Name(s) And Address(es): Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	RECORD FEE 12.00 POSTAGE GK .50 #370280 0717 R03 T15:14 05/26/89 For Filing Officer H. ERLE SCHAFER AA CO. CIRCUIT COURT
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	
(5) This Financing Statement Covers the Following types [or items] of property.  One (1) Used Caterpillar Model #D6D Track Type Tractor S/N 20X2595  MD  NOT SUBJECT TO RECORDATION TAX <del>XX</del> Products of the Collateral Are Also Covered.		
(6) Signatures: Debtor(s) Robert E. Gertz T/A Quality Builders Robert E. Gertz - Owner (BY) <u>Robert E. Gertz</u> Standard Form Approved by N.C. Sec. of State and other states shown above.		Secured Party(ies) [or Assignees] Alban Tractor Co., Inc. (BY) <u>Mark N. Miller</u> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)
(1) Filing Officer Copy - Numerical		UCC-1



541 PAGE 566

277469

This document is presented to a Filing Officer for recording to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): Annapolis Service Center, Inc. 1401 Forest Dr Annapolis, MD 21401 M-35021-1	(2) Secured Party(ies) (Name(s) And Address(es): Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	RECORD FEE 11.00 POSTAGE CK .50 #370290 CTTY R03 115:15 05/26/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT For Filing Officer
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #d5H Tractor S/N 8RC01425  
One (1) Caterpillar Model #5p Bulldozer S/N 2AH01170

NOT SUBJECT TO RECORDATION TAX

MD

☒ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Annapolis Service Center, Inc.  
David EK Lomax - President

(By)

Standard Form Approved by N.C. Sec. of State  
and other states shown above.

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

(1) Collateral is subject to Security Interest In Another Jurisdiction  
and ☒

☐ Collateral Is Brought Into This State

☐ Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

(1) Filing Officer Copy - Numerical

541 567

277470

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): The Driggs Corporation 8700 Ashwood Drive Capitol Heights, MD 20743 M-34739-1 MACHINE LOCATED IN PAROLE, MD M-34739-1 AA County	(2) Secured Party(ies) (Name(s) And Address(es): Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	<p>RECORD FEE 11.00 POSTAGE .50 H370300 0777 R03 T15:15 05/26/89</p> <p>For Filing Officer GK H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	
<p>(5) This Financing Statement Covers the Following types [or items] of property.</p> <p>One (1) New Caterpillar Model #IT28B Tool Carrier S/N 1HF01254</p> <p>NOT SUBJECT TO RECORDATION TAX</p>		
<p><input checked="" type="checkbox"/> Products of the Collateral Are Also Covered.</p>		
(6) Signatures: Debtor(s) The Driggs Corp. Reginald Burner-SR.V.P. (By) <i>Reginald Burner</i>	<p>Secured Party(ies) [or Assignees] Alban Tractor Co., Inc. (By) <i>Wm. H. D. Schaefer</i></p> <p>Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)</p>	
<p>Standard Form Approved by N.C. Sec. of State and other states shown above.</p> <p>(1) Filing Officer Copy - Numerical</p> <p>UCC-1</p>		

541 568

277471

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

BARNEY, JOSEPH E.  
BARNEY, KATHLEEN A.  
106 BELLEHAMN COURT

2. Secured Party(ies) and address(es)

Maryland National Bank  
Retail Finance Division  
7178 Columbia Gateway Drive  
Columbia, MD 21045For Filing Officer (Date, Time, Number,  
and Filing Office)RECORD FEE 12.00  
RECORD TAX 17.50  
POSTAGE CK .50  
#370420 CTTT R03 115:32  
05/26/89

4. This financing statement covers the following types (or items) of property:

OFFICIAL#:

BOAT STORAGE: (S) 106 BELLEHAMN COURT SEVERNA PARK, MD  
(W) SAME AS SUMMER

TRAILER: 1985 SHORELINE

SERIAL #: FYO62426

ENGINE : MERCURY OUTBOARD 115 HP  
SERIAL NO. OA154971

AMOUNT OF TAXABLE DEBT IS \$2317.00.

5. Assignee(s) of Secured Party, and  
Address(es) H. ERIC SCHAEFER  
CO. CIRCUIT COURTThis statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

Filed with:

☒ already subject to a security interest in another jurisdiction when it was brought into this state.☒ proceeds of the original collateral described above in which a security interest was perfected.Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented

JOSEPH E. BARNEY and KATHLEEN A. BARNEY

Maryland National Bank

By:

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM USC-1



541 PAGE 569

277472

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)  Sales Support Company, Inc. 8901 Herrmann Drive Columbia, MD 21045	2. Secured Party(ies) and address(es)  The Riggs National Bank of Washington, D.C. 808 17th St., N.W. Washington, D.C. 20006	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 #370430 0777 R03 115:33 05/26/89 GK H. ERLE SCHAFER CLERK, DISTRICT COURT
4. This financing statement covers the following types (or items) of property:  1989 Chevrolet Celebrity S/N: 1G1AW51R5K6224807  Inventory - not subject to Recordation Tax		5. Assignee(s) of Secured Party and Address(es)
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected: Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		Filed with:  Anne Arundel County, MD
Sales Support Company By: <u>Charles E. Nolte</u> Signature(s) of Debtor(s) Charles E. Nolte, Secretary/Treasurer		The Riggs National Bank of Washington, D.C. By: <u>Mary Ann Bovay</u> Signature(s) of Secured Party(ies) Mary Ann Bovay, Vice-President

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

541 PAGE 570

277473

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here ☐

This financing statement Dated 5-18-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RICHARD LOMAX

Address 1401 FOREST DRIVE ANNAPOLIS MARYLAND 21043

2. SECURED PARTY

Name JOHN DEERE INDUSTRIAL EQUIPMENT

Address P.O. BOX 65090 WEST DES MOINES, IOWA 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 USED JOHN DEERE 2240 TRACTOR S/N 198443

RECORD FEE 11.00  
POSTAGE .50  
#370440 C777 R03 T15:33  
05/26/89

CK H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

*Richard Lomax*  
(Signature of Debtor)

Richard Lomax  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

JOHN DEERE INDUSTRIAL EQUIPMENT  
P. O. Box 65090  
West Des Moines, Iowa 50265

*Donald W. Williams*  
(Signature of Secured Party)

Donald W. Williams

Type or Print Above Signature on Above Line

1150

277474

541-571

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Annmarc, Inc. 222 Severn Avenue Annapolis, MD 21403	2. Secured Party(ies) and address(es) Hewlett-Packard Company 935 McLaughlin Avenue San Jose, CA 95122	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE \$1.00 POSTAGE .51 #370520 CT/7 R03 11:51:37 05/26/89 H. ERLE SCHAFER AN CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: Debtor has authorized secured party to file.  Product: C1601A 7600 Series 240E Electrostatic Plotter Serial #2820J00630  The equipment referred to in this filing is being loaned and as such, this filing is for information only and is not intended to create a security interest. This equipment remains the property of Hewlett-Packard Company.		5. Assignee(s) of Secured Party and Address(es) STAGE .50 #370530 CT/7 R03 11:51:37 05/26/89 H. ERLE SCHAFER AN CO. CIRCUIT COURT
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected: Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		Clerk of Circuit Court Anne Arundel County Annapolis, MD 21401
Annmarc, Inc., by Hewlett-Packard Co., its attorney in fact By: <u>Cathleen T. Bensenauer</u> Signature(s) of Debtor(s)		Hewlett-Packard Company By: <u>Cathleen T. Bensenauer</u> Signature(s) of Secured Party(ies)
(1) Filing Officer Copy - Alphabetical		1750 STANDARD FORM - FORM UCC-1.



# Dealer CAD Plotter Demo Program Loaner Agreement

Hewlett-Packard Company

BOOK 541 PAGE 572

Date: 2/9/89

Participant:

Name

Annmarc, Inc

Pat Picard

301 268 88

Street

222 SEVERN AVE

City, State, Zip Code

ANNAPOLIS, MD 21403

This agreement is made by and between Participant and HEWLETT-PACKARD COMPANY ("HP").

In consideration for Participant's agreement to invest substantial effort toward the demonstration, marketing and resale of HP products in Purchaser's demo center(s), HP agrees to loan Participant certain HP products for demonstration purposes.

This Agreement is made subject to the following terms and conditions.

## 1. Demonstration Products & Participant Liaison

- HP agrees to provide Participant Demonstration Products listed in Exhibit A subject to credit review.
- The persons named in Exhibit A shall act as liaisons to HP for this Agreement. One Participant liaison shall be designated at each site where Demonstration Products are to be located. The persons named may be changed by written notice by the Participant.
- Demonstration Products will be delivered to the Participant liaison at the address listed in Exhibit A. The liaison will also verify the physical location of Demonstration Products and provide such verification to HP upon request.

## 2. Loan, Title and Use

- The Demonstration Products are loaned to Participant for a period of up to twelve months commencing with the date of shipment by HP.
- Participant agrees that HP owns all right, title and interest in and to the Demonstration Products other than the limited use of the Demonstration Products for the loan period of this Agreement.
- Participant hereby grants and HP reserves a purchase money security interest in the Demonstration Products and any proceeds.
- Participant nominates and appoints HP as its attorney-in-fact for the purpose of executing and filing on Participant's behalf any financing statements or amendments under the provisions of the Uniform Commercial Code as enacted in the local jurisdiction in which the Demonstration Products are located.
- Participant agrees to use the Demonstration Products only for demonstration, marketing and resale purposes at demo centers approved by HP, Participant seminars and customer visits. The Demonstration Products must remain on display for a minimum of nine months and a maximum of twelve months following shipment by HP.

## 3. Purchase and Resale

- Participant agrees to purchase and resell the Demonstration Products during months ten, eleven or twelve following shipment from HP or return them to HP as provided in subparagraph d below. Participant must issue a firm purchase order to HP prior to resale of any Demonstration Products.
- Resale of Demonstration Products before the end of the nine month minimum period requires prior written approval by HP and is at the sole discretion of the HP manager of the CAD Plotter Demo Program. The additional price reductions available under this Loan Agreement are not applicable to Demonstration Products resold before the end of nine months, whether or not HP approves such resale. The standard discount under Participant's applicable purchase agreement with HP will apply. HP reserves the right to terminate this Agreement in the event of early resale.
- The purchase price for the Demonstration Products will be the Participant's applicable purchase agreement price less the following demonstration discount applied to the list price:

Demo Age (months following HP shipment)	Demonstration Discount (% of List Price)
0 - 9	0%
10 - 12	20%
13 +	0%

The general purchase terms of Participant's purchase agreement will apply including the product exhibit (i.e. RF).

- If Participant does not purchase Demonstration Products during the loan period, such Products may be returned to the HP sales office by the end of the 12th month. Cost of refurbishing other than resulting from ordinary use, will be charged to Participant. Participant must reimburse HP its applicable purchase agreement price for any Products damaged beyond repair or refurbishment. HP will pay for return of unsold Products to the HP sales office, provided Participant uses an HP-approved carrier and packages the Products in original packaging or equivalent.

c. Participant will be invoiced their standard purchase agreement price for any Demonstration Products not purchased or returned to HP by the end of the twelfth month following shipment from HP.

#### 4. Supplies

HP will include an initial starter supplies kit with each Demonstration Product shipped to Participant. Participant is responsible for purchasing all other supplies for Demonstration Products, including any for resale.

#### 5. Warranty

The Demonstration Products will be covered by the standard HP warranty applicable to such products during the entire period of the loan. If Participant buys the Demonstration Products from HP for resale to its customers, the warranty period shall restart effective with the customer purchase date and continue for the length of the standard new product HP warranty for the associated products.

#### 6. Risk of Loss or Damage

Participant shall be liable for any loss or damage to the Demonstration Products. Participant agrees to provide insurance coverage on the Demonstration Products for fire and "extended coverage", vandalism, malicious mischief and theft, naming HP as a loss-payee. At HP's request, Participant shall provide HP with a certificate of insurance indicating such coverage.

#### 7. Audit

HP reserves the right to verify Participant's compliance with this Agreement by on-site inspection.

#### 8. Assignment

Participant may not assign any rights or obligations under this Agreement. Any attempted assignment shall be deemed void.

#### 9. Waiver

Failure to exercise any rights under this Agreement shall not constitute a waiver or forfeiture of such rights.

#### 10. Governing Law

This Agreement shall be governed in all respects by the laws of the State of California.

#### 11. Terms and Cancellation

This Agreement shall continue for one year following the date noted on page One, unless earlier terminated as provided herein. The provisions in paragraphs 2 through 6 of this Agreement will continue beyond this one year term to apply to any Demonstration Products still within the twelve month loan period. HP reserves the right to cancel the CAD Plotter Demo Program upon thirty (30) days prior written notice to Participant. Upon any such cancellation, Participant agrees to return Demonstration Products to HP, at HP expense, subject to the same conditions as those applying to returned Products under Paragraph 3d.

#### 12. Termination

In the event that Participant shall at any time neglect, fail or refuse to comply with the terms of this Agreement or should Participant cease to be an HP authorized Dealer or should HP determine at any point that Participant's credit standing is no longer adequate, HP may elect to terminate this Agreement immediately, and Participant shall promptly return the Demonstration Products to HP at HP's expense.

#### 13. Entire Agreement

This Agreement represents the entire understanding of the parties relating to its subject matter. Any representation, promise or condition not explicitly set forth herein shall not be binding on either party. Any modification to this Agreement must be in writing, signed by authorized representatives of each party.

Participant

Authorized Signature

PATRICK R. PEARD

Typed Name

President

Title

2/9/89

Signing Date

HEWLETT-PACKARD COMPANY

Authorized Signature

D. A. YELLETS

Typed Name

ARCA SALES FINANCE/CONTRACTS

Title

2/10/89

Signing Date

# **Exhibit A** **Participant Liaison and Demonstration Products**

541 574

This program is available only to dealers with an RF Exhibit.

Annmark, Inc.  
Store Name  
JONATHAN E. OTIS  
Liaison Name  
General Manager  
Title  
222 Severn Ave  
Address  
Annapolis, MD 21403  
City, State, Zip  
301 268 8897  
Phone

Store Name  
Liaison Name  
Title  
Address  
City, State, Zip  
Phone

Demonstration Products	Qty
HP 7600 240E	1

Demonstration Products	Qty

Store Name  
Liaison Name  
Title  
Address  
City, State, Zip  
Phone

Store Name  
Liaison Name  
Title  
Address  
City, State, Zip  
Phone

Demonstration Products	Qty

Demonstration Products	Qty

TOTAL P.04



Clerk of the Circuit Court  
for Anne Arundel County  
Court House  
Annapolis, Maryland 21401

BOOK 541 PAGE 575

*Statement of Termination of Financing*

Record: ☐ Land }  
☒ Financing Statement } Liber 525 Folio 520 File No. 272485

DEBTOR (OR ASSIGNOR)

Name	Address
The British Brewing Company, Inc.	6759 Baymeadow Drive Glen Burnie, Maryland 21061

SECURED PARTY (OR ASSIGNEE)

CRESTAR BANK MD, formerly  
BANK OF BETHESDA, Bethesda, Maryland 20814

The Secured Party certifies that it has terminated the security interest evidenced by the Financing Statement filed as stated above.

The filing officer is authorized to note the termination of that security interest in the index at the number given above, to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

RECORD FEE 10.00  
POSTAGE .50  
JUL 7 1988 11:41  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CRESTAR BANK MD  
formerly BANK OF BETHESDA  
BETHESDA, MARYLAND

Dated: July 6, 1988

By Robert C. Miller  
Secured Party (or Assignee)  
Robert C. Miller  
Assistant Vice President

115.50

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

277475

Identifying File No.

541 576

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GARY S. BAKER

Address 16 NORTH ATWOOD RD BELAIR, MD 21014

2. SECURED PARTY

Name SUIT & WELLS EQUIPMENT CO., INC.

Address 6300 CRAIN HIGHWAY UPPER MARLBORO, MD 20772

J.I. CASE CREDIT CORP. 5790 WIDEWATERS PKWY SYRACUSE, NY 13214  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

(1) CASE MODEL MAXI "B" SERIES TRENCHER  
WITH HYDRA BORER ATTACHMENT & TRENCHER

SERIAL NUMBER: JAF0023260

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

#370950 0777 R03 T16:08

05/26/89

THIS IS A RETAIL INSTALLMENT CONTRACT

CK H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)

J. I. CASE CREDIT CORP.  
5790 Widewaters Parkway  
P.O. Box 601  
Syracuse, N.Y. 13214

Gary S. Baker  
(Signature of Debtor)

GARY S. BAKER  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jay R. Weamer Sales Manager  
(Signature of Secured Party)  
JAY R. WEAMER, SALES MANAGER  
SUIT & WELLS EQUIPMENT CO., INC.  
Type or Print Above Signature on Above Line

1150

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 475

Page No. 367

Identification No. 252926

Dated July 27, 1984

1. Debtor(s) { Russell R. Mc Morris and Patricia A. Mc Morris  
Name or Names—Print or Type  
745 Stinchcomb Rd Severna Pk., Md. 21146  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
2. Secured Party { Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECORD FEE 13.00  
POSTAGE .50  
#370970 0777 R03 116:08  
05/26/89  
H. ERIC SCHAFER  
CIRCUIT COURT

GK

Dated: May 16, 1989

Sears, Roebuck and Company

Name of Secured Party

Signature of Secured Party

J.D. Althouse—Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

13.50



Transaction is a Conditional Sales Contract. Debtor will own property upon payment of all installments.

277476

MARYLAND FINANCING STATEMENT

541 PAGE 578  
DCC-1

- ☒ Not Subject to Recordation Tax  
☐ Recordation Tax of \$\_\_\_\_\_ on  
Principal Amount of \$\_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Michael D. Butler t/a Butler Welding  
(Name or Names)  
7822 Belle Haven Ave., Pasadena, MD 21122  
(Address)
- DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)
2. SECURED PARTY: Atlantic Industrial Credit Corporation  
(Name or Names)  
8019 Belair Road, Suite 2, Baltimore, MD 21236  
(Address)
3. ASSIGNEE (if any)  
of SECURED PARTY: Harbor Federal Savings & Loan Assn.  
(Name or Names)  
P.O. Box 12309, Baltimore, MD 21281-2309  
(Address)
4. This Financing Statement covers the following types (or items) of property:

- One - New GEKA Ironworker, Model Microcrop complete w/standard equip. & 1 ea.  
S/N 1794 9/16" Sq. Punch & Matching Die
- One - Arco Roto Phase Model HD5, S/N 70886-BD
- One - Rectangular Notcher
- One - Flat Bar Blade w/Groove for 9/16" Sq. and 1" Channel

RECORD FEE 12.00  
POSTAGE GK .50  
#371010 0777 R03 T16:09  
05/26/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes ☒ No ☐  
Products of Collateral are also covered: Yes ☐ No ☒

DEBTOR(S):  
Michael D. Butler t/a Butler Welding  
By: Michael D. Butler (Title)  
Michael D. Butler  
(Type or print name of person signing)

By: \_\_\_\_\_ (Title)  
\_\_\_\_\_  
(Type or print name of person signing)

SECURED PARTY:  
Atlantic Industrial Credit Corporation  
By: [Signature]  
Robert E. Polack, President  
(Type or print name of person signing)

Return To: SECURED PARTY  
[Signature]

TO BE FILED WITH  
Anne Arundel County  
RECORDATION TAX PAID TO  
ANNE ARUNDEL COUNTY AT TIME  
OF RECORDATION OF DEED OF TRUST

BOOK 541 PAGE 579

277477

FINANCING STATEMENT

1. Name & Address of Debtor: FRANK A. RUFF and DORIS L. RUFF  
2924 Kilkenny Court  
Davidsonville, Maryland 21035
2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB  
1726 West Street  
Annapolis, Maryland 21401
3. This Financing Statement covers the following types (or items) of property:

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at 1273 Pine Hill Drive, Annapolis, Maryland 21401, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon 1273 Pine Hill Drive, Annapolis, Maryland 21401, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:

Secured Party:  
SEVERN SAVINGS BANK, FSB

Frank A. Ruff  
FRANK A. RUFF

By: Alan J. Hyatt  
Alan J. Hyatt, President

Doris L. Ruff  
DORIS L. RUFF

CK

RECORD FEE 12.00  
JUL 1989 0345 R01 114142

05/30/89

H. EILE SCHAFER  
44 CO. CIRCUIT COURT

12-

AFTER RECORDING PLEASE RETURN  
DOCUMENTS TO:

DUNN TITLE COMPANY

2137 Defense Hwy.

Crofton, MD 21114

541 580

277478

THE SECURED PARTY DESIRES THIS FINANCING  
STATEMENT TO BE INDEXED AGAINST THE RECORD  
OWNER OF THE REAL ESTATE

To Be Recorded In The Land  
Records And In The Chattel  
Records of the Local  
Jurisdiction And Among The  
Financing Statement Records  
Of The Maryland State Depart-  
ment of Assessment and  
Taxation

Subject To Recording Tax On  
Principal Amount of \$2,900,000.00  
Which Was Paid on Recordation  
Of Deeds Of Trust To The  
Clerk of The Court

RECORD FEE 25.00  
POSTAGE .50  
H45510 (287) R02 T13101  
05/31/89

FINANCING STATEMENT

CK H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

1. Debtor:

HERITAGE HARBOUR AREA 9  
LIMITED PARTNERSHIP, a  
Maryland limited partnership  
whose only general partners  
are John Gogarty and Eisinger  
Hall Associates, a Maryland  
partnership whose only  
partners are Timothy E. Hall  
and Warren A. Eisinger  
7315 Wisconsin Avenue,  
Suite 400E, Bethesda,  
Maryland, 20815

2. Secured Party:

THE NATIONAL BANK OF  
WASHINGTON  
619 14th Street, N.W.  
Washington, D.C. 20005

3. The Debtor grants to the Secured Party a security interest  
in, and this Financing Statement covers:

- a. All plant, equipment, apparatus, machinery,  
fittings, appliances, furniture, furnishings and  
fixtures, and other chattels and personal  
property and replacements thereof, now or at any  
time hereafter affixed or attached to,  
incorporated in, placed upon, or in any way used

0121n/5-18-89  
18951/223

2500

9a-5130



in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- d. All rents, profits, and benefits to the extent they may constitute contract rights, including

any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.

4. In addition to the previously described kinds and types of property owned by the Debtor, the Debtor assigns, transfers, and sets over to the Secured Party all of the Debtor's right, title and interest in and to, and grants to the Secured Party a continuing security interest in, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party, which security interest shall be independent of and in addition to any right of set-off which the Secured Party may have.
5. Some of the above-described personal property is to be affixed to the real estate described in Exhibit "A", attached hereto, being located in Anne Arundel County, Maryland, and described in a Deed of Trust dated May 27, 1988, and a Modification and Consolidation Agreement and Deed of Trust of even date herewith, both recorded among the Land Records of Anne Arundel County, Maryland, from the Debtor to the Trustees named therein for the benefit of the Secured Party. The aforementioned Deeds of Trust serve as the security agreement which creates the security interest evidenced by this financing statement.
6. The proceeds and products of collateral are secured, as are future advances and after acquired property.

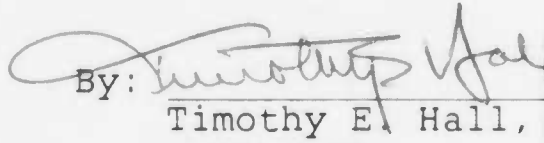
DEBTOR:

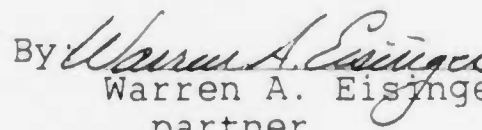
HERITAGE HARBOUR AREA 9 LIMITED  
PARTNERSHIP, a Maryland limited  
partnership

By: John Gogarty (SEAL)  
John Gogarty,  
general partner

BOOK 541 PAGE 583

By: Eisinger Hall Associates,  
a Maryland partnership,  
general partner

By:  (SEAL)  
Timothy E. Hall,  
partner

By:  (SEAL)  
Warren A. Eisinger,  
partner

DATE: May 25, 1989

RECORD OWNER OF REAL ESTATE:

HERITAGE HARBOUR AREA 9 LIMITED  
PARTNERSHIP, a Maryland limited  
partnership whose only general  
partners are John Gogarty and  
Eisinger Hall Associates, a  
Maryland partnership whose only  
partners are Timothy E. Hall  
and Warren A. Eisinger

TO FILING OFFICER: After this Statement has been recorded,  
please return to:

William R. Naeher  
Thompson, Hine and Flory  
1920 N Street, N.W.  
Suite 700  
Washington, D.C. 20036



541-584

LEGAL DESCRIPTION

All that certain property located in Anne Arundel County, Maryland, known and described as all of Area 9 shown on plats entitled "P.U.D. #2 Plats One and Two -- Area 9 Heritage Harbour" recorded in Plat Book 111 at folios 25 and 26, among the Land Records of Anne Arundel County, Maryland.

Exhibit "A"

1140E/05-26-88  
18951/223

541 585

277479

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for filing pursuant to the provisions of the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

(CMS) CONSTRUCTION MANAGEMENT SERVICES CO.  
7524 Old Alexander Ferry Road  
Clinton, Maryland 20735

2. NAME AND ADDRESS OF SECURED PARTIES:

FARMERS NATIONAL BANK OF MARYLAND  
5 Church Circle  
Annapolis, Maryland 21401

3. This Financing Statement covers all:

a. Equipment, fixtures and furniture now owned or hereafter acquired by the Debtor, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith, now or hereafter installed thereon or affixed thereto.

b. Inventory and supplies now owned or hereafter acquired by the Debtor, and all proceeds thereof.

c. Accounts receivable now existent or hereafter created by the Debtor, and all proceeds thereof.

4. The principal amount of this debt is \$100,000.00 of which sum \$ 40,000.00 is subject to the Recordation Tax.

DEBTORS:

(CMS) MANAGEMENT SERVICES CO.

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND

BY Zack T. Hodges, Jr.  
ZACK T. HODGES, JR., President

BY Twaun D. Oakes  
TWAUN D. OAKES, Vice President

AFTER RECORDATION return to:  
MANIS, WILKINSON, SNIDER AND GOLDSBOROUGH, CHARTERED  
23 West Street  
P.O. Box 1911  
Annapolis, Maryland 21404

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
PO BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8855

FN001.476

12  
200  
2

## AMENDMENT OF FINANCING STATEMENT

1. Debtor: St. Mary's Housing, Inc. Address: 320 Cathedral Street  
Baltimore, Maryland 21201
2. Secured Party: United States of America  
acting by and through  
the Secretary of Housing and  
Urban Development Washington, D.C.
3. This Amendment refers to original Financing Statement filed  
in the following locations:
  - Baltimore City
    - Land Records Liber 803, folio 548
    - Financing Statement Records Liber 410, folio 1645
  - Baltimore County
    - Land Records Liber 7102, folio 641
    - Financing Statement Records Liber 1075, folio 634
  - Anne Arundel County
    - Land Records Liber 4029, folio 32
    - Financing Statement Records Liber 495, folio 288
  - State Department of Assessments  
and Taxation Film 2736, folio 14  
ID Number 60638011
4. The principal amount of the above-described original Financing  
Statement between foregoing Debtor and Secured Party is hereby  
amended to read as follows: \$1,056,600.00.
5. The Maturity Date of the Obligation is hereby amended to read  
as follows: June 1, 2029.

Dated this 30<sup>th</sup> day of MayRECORD FEE 10.00  
POSTAGE .50  
#3715/0 CITY #03 T13:56  
05/31/89

DEBTOR:

SECURED PARTY:

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

ST. MARY'S HOUSING, INC.

UNITED STATES OF AMERICA,  
acting by and through the  
Secretary of Housing and  
Urban DevelopmentBy: Harold A. SmithBy: St. George I.B. Crosse  
St. George I.B. Crosse

NLS/0082/5/19/89

15-50



541 587

277152

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

INDEMNITY FINANCING STATEMENT

1. Owner:  
468 PARTNERSHIP  
a Maryland General Partnership

Address:  
c/o Mr. Robert A. Pascal  
2083 West Street  
Annapolis, Maryland 21401

2. Secured Party:  
SECOND NATIONAL FEDERAL  
SAVINGS BANK

Address:  
P. O. Box 2558  
Salisbury, MD 21801  
ATTN: William F. Brooks, Jr.

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in Exhibit A or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the

22

BOOK 541 PAGE 588

property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

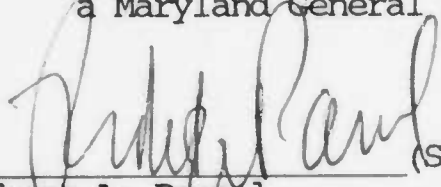
(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any development of or business conducted on the property.

4. The aforesaid items covered by this Indemnity Financing Statement are included as security in the Indemnity Deed of Trust in the amount of \$800,000.00 executed even date herewith between the Secured Party and the Owner and recorded or intended to be recorded among the Land Records of the Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Owner: 468 PARTNERSHIP  
a Maryland General Partnership

BY:  (SEAL)  
Robert A. Pascal  
Authorized General Partner

Dated: MAY 24, 1989

MR. CLERK:

Please return to:

DAVID S. BRUCE, Esq.  
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.  
121 Cathedral Street, P. O. Box 868  
Annapolis, Maryland 21404

s42915ms.fin

## EXHIBIT 'A'

## PARCEL NO. 1:

Beginning for the same at a point on the North side of Maryland Route 468, known as Shadyside Road, said point being South 86 degrees 38 minutes East, 15.06 ft. along the North side of said road and reversely along the last line of the conveyance from George Rullman to Walter A. Bauman by deed dated 1/15/53 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 734, Folio 30, running from said beginning point so fixed and with a line parallel to and 15 ft. east of the North 08 degrees 42 minutes East, 350 ft. line of said conveyance, North 08 degrees 42 minutes East, 299.16 ft.; thence leaving said parallel line and passing through the above mentioned conveyance, South 83 degrees 33 minutes East, 101.68 ft. and South 03 degrees 22 minutes West, 292.43 ft. to the North side of Shadyside Road; thence with the same, North 86 degrees 38 minutes West, 129.25 ft. to the place of beginning. Containing 0.50 of an acre, more or less.

BEING the same property conveyed to William A. Small and Audrey R. Small as tenants by the entirety by deed dated March 29, 1966 and recorded among the Land Records of Anne Arundel County in Liber 1958, folio 445, the said William A. Small having departed this life on November 11, 1983 leaving the Grantor herein surviving him. Above described property being subject to a 15 ft. widening strip on the east side of Chalk Point Rd., See attached Plat of J. R. McCrone, Jr. dated 11/25/66.

## PARCEL No. 2:

Beginning for the same at a point on the North side of Shadyside Road (Maryland Route #468) at the end of the South 3 degrees 22 minutes West, 292.43 foot line of the conveyance from Felton Atwell and Margaret L. Atwell, his wife, to William A. Small and Audrey R. Small, his wife, by deed dated March 29, 1966, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 1956, Folio 445; thence running from said beginning point so fixed and leaving said road and with the above mentioned 292.43 foot line, reversely, North 3 degrees 22 minutes East, 292.43 feet to a point at the beginning of said line; thence leaving said conveyance, South 83 degrees 33 minutes East, 75.06 feet to a point, said point being the same as the beginning point described in the conveyance from Walter M. Bauman and Vivienne Bauman, his wife, to Clarence F. Rogers and Grace Rogers, his wife, by deed dated December 1, 1961, and recorded among the Land Records in Liber G.T.C. 1528, Folio 230, thence running with the fifth and sixth lines of said last mentioned conveyance, reversely, South 3 degrees 22 minutes West, 288.11 feet to a point on the North side of Shadyside Road and at the beginning of said fifth line; thence with said road, North 86 degrees 38 minutes West, 75.0 feet to the place of beginning. Containing 0.50 of an acre, more or less.

BEING the same property conveyed to William A. Small and Audrey R. Small, as tenants by the entirety by deed dated January 3, 1967 and recorded among the Land Records of Anne Arundel County in Liber 2037, Folio 337, the said William A. Small having departed this life on November 11, 1983 leaving the Grantor herein surviving

PAGE 2



him.

PARCEL No. 3

BEGINNING for the same at the end of the South 83 degrees 33 minutes East, 75.06 foot line of the parcel above described and running from thence and with said line, reversely, North 83 degrees 33 minutes West, 75.06 feet to the end of the South 83 degrees 33 minutes East, 101.68 foot line of the above mentioned conveyance to Small (L.N.P. 1958, folio 445); thence running with said line, reversely, North 83 degrees 33 minutes West, 101.68 feet; thence continuing said line, North 83 degrees 33 minutes West, 15.01 feet to the eastside of the county road to Back Bay Beach and to intersect the North 08 degrees 42 minutes East, 350 foot line of the conveyance from George Rullman to Walter M. Bauman by deed dated January 15, 1953, and recorded in Liber J.H.H. 734, folio 30; thence with the east side of the said road and with part of said 350 foot line, North 08 degrees 42 minutes East, 50.03 feet to the end of said line; thence leaving the said road and running with part of the South 83 degrees 33 minutes East, 617.5 foot line of the conveyance to Bauman, South 83 degrees 33 minutes East, 187.10 feet; thence leaving the outline and running across part of said conveyance to Bauman, South 03 degrees 22 minutes West, 50.07 feet to the place of beginning.

BEING the same property conveyed to William A. Small and Audrey R. Small, as tenants by the entireties by deed dated January 3, 1967 and recorded among the Land Records of Anne Arundel County in Liber 2037, folio 337, the said William A. Small having departed this life on November 11, 1983 leaving the Grantor herein surviving him,

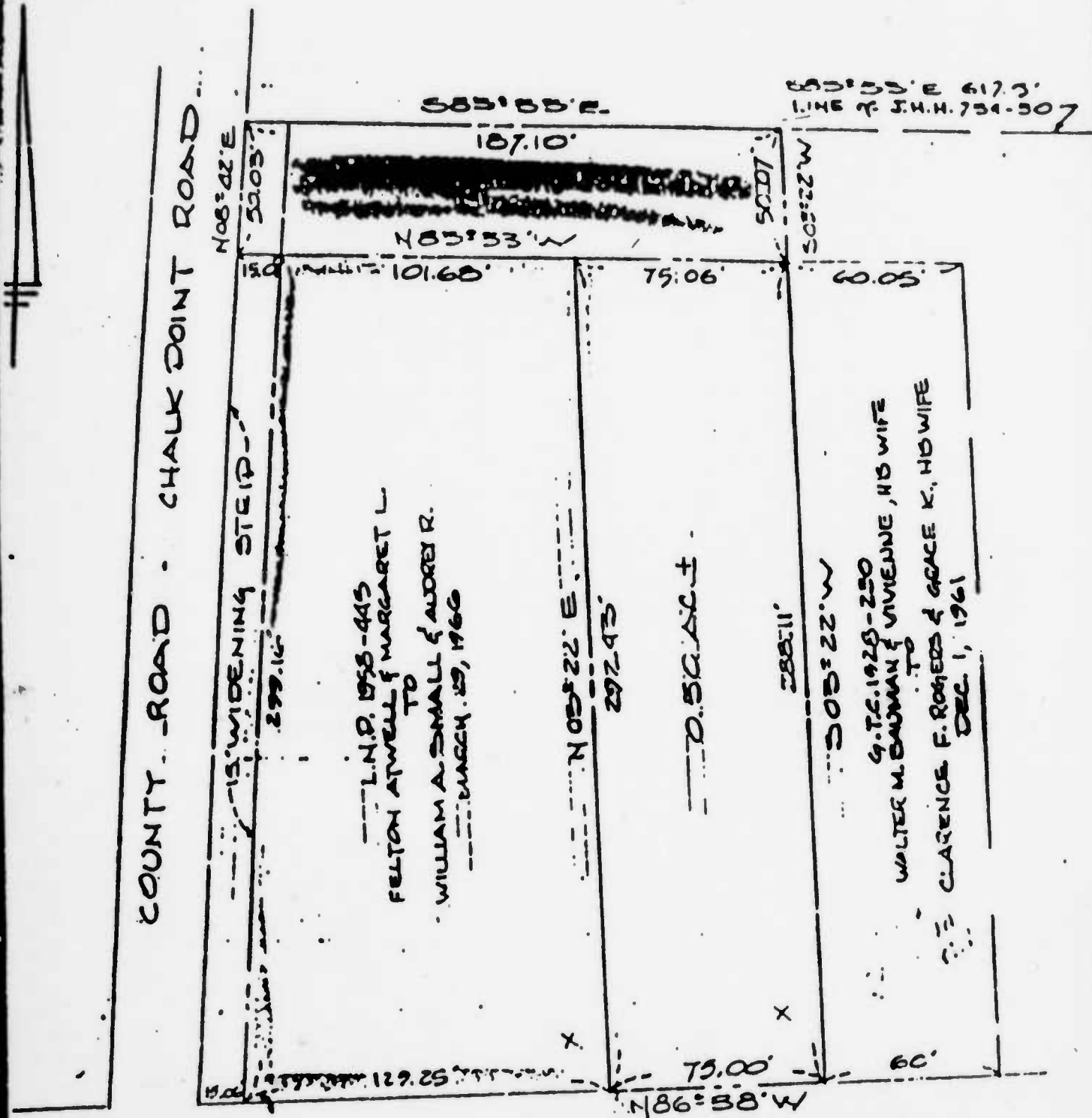
AS TO Parcel No. 3 described above, said parcel is subject to the use in common with others as described in Liber 2037 Folio 337.

AS TO both Parcels No. 2 and 3 above described, each is subject to a 15 foot widening strip along the east side of Chalk Point Road as shown on the attached plat of J. R. McCrone, Jr. dated November 25, 1966.

SUBJECT to the easement described in Liber 2925 folio 610, Liber 3202 folio 357 and 3202 folio 356.

AND BEING all those parcels of land deeded unto 468 PARTNERSHIP from Audrey R. Small and recorded in the Land Records of Anne Arundel County, Maryland, in Liber HES 4234, folio 663.

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MD. RTE. #468

PART OF J.M.H. 734-50  
GEORGE R. RULLMAN  
TO  
WALTER M. BAUMAN  
JAN. 15, 1953

PLAT OF 0.50 AC. & 50' STRIP  
PART OF WALTER BAUMAN PROP  
NR. CHALK POINT  
7TH DIST., A.A.CO., MD.

J. R. McCrone, Jr., Inc.  
REGISTERED PROFESSIONAL ENGINEERS  
AND SURVEYORS  
ANNAPOLIS, MARYLAND  
PAUL J. FREDRICK UFFER MARLBORO  
TRAPP LBNHARTOWN CLUSTERDOWN

DRAWN BY W.T.L.  
SCALE 1" = 50'  
DATE 11-25-66  
JOB No. 12900  
FOLDER EXAMIN.

REVISION PLAT RECORDED IN PLAT BOOK

PAGE

BLUMENTHAL, WAYSON, DOWNS AND OFFUTT, P.A.

BOX 868

ANNAPOLIS, MARYLAND 21404-0868

Attn: David S. Bruce

Please Return to

277483

341 592

Dated: May 30, 1989

TO BE RECORDED AMONG THE FINANCING RECORDS  
OF ANNE ARUNDEL COUNTY, MARYLAND

Not to be recorded  
in Land Records

Not subject to Recordation Tax  
Principal. Amount of debt  
secured is:

\$5,535,000.00

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

RECORD FEE 27.00  
POSTAGE **OK** .50  
RECORDED 0237 1412 115433  
05/31/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

FINANCING STATEMENT

1. Debtors:

Address:

Gary G. Pyles

2660 Riva Road, Suite 420  
Annapolis, Maryland 21401

Realty Development  
Corp., a Maryland  
corporation

2660 Riva Road, Suite 420  
Annapolis, Maryland 21401

Annapolis Development  
Corp., a Maryland  
corporation

2660 Riva Road, Suite 420  
Annapolis, Maryland 21401

2. Secured Party:

Address:

Sovran Bank, N. A.

8300 Greensboro Drive  
Suite 680  
McLean, Virginia 22102

3. Trustee:

Address:

Dennis M. Griffith  
and  
Kendal E. Carson

8300 Greensboro Drive  
Suite 680  
McLean, Virginia 22102

4. This Financing Statement covers:

27030  
(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment,



engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) Any annual crops planted or cultivated by the Debtor or those claiming under the Debtor now or hereafter located upon or about the premises hereinafter described; and

(c) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(d) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

The Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owned by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and are

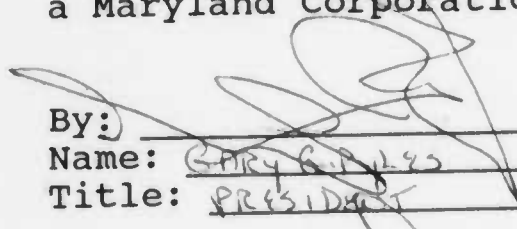
541 594

more particularly described in the Deed of Trust hereinabove referenced.

8. Maturity date of the obligation, if any: June 1, 1991.

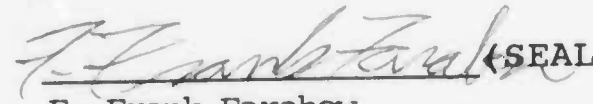
Debtor:

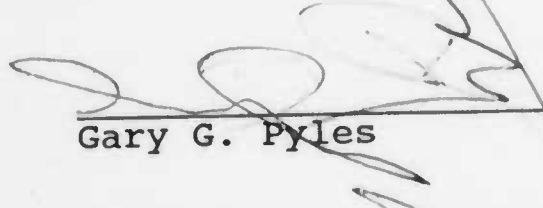
REALTY DEVELOPMENT CORP.,  
a Maryland Corporation

By:  (SEAL)  
Name: GARY G. PYLES  
Title: PRESIDENT

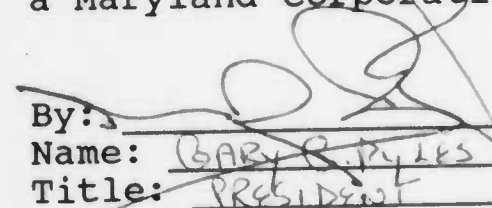
Secured Party:

SOVRAN BANK, N. A.

By:  (SEAL)  
F. Frank Farabow  
Real Estate Finance Officer

 (SEAL)  
Gary G. Pyles

ANNAPOLIS DEVELOPMENT CORP.,  
a Maryland corporation

By:  (SEAL)  
Name: GARY G. PYLES  
Title: PRESIDENT

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

Edward E. Zughaib, Esquire  
McGuire, Woods, Battle & Boothe  
8280 Greensboro Drive  
Suite 900, Tysons Corner  
McLean, Virginia 22102

EEZ2002.FS



Exhibit A  
Parcel 1

Description of 9.236 Acres  
Ss. Constantine & Helen Greek Orthodox  
Church of Annapolis, Inc.  
Property  
Second Assessment District  
Anne Arundel County, Maryland

Being a portion of the land described in a deed dated December 3, 1979 from James H. Moshovitis, individually and as agent for the Bausum Limited Partnership to Ss. Constantine & Helen Greek Orthodox Church of Annapolis, Inc., a religious and non-profit Maryland corporation and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3271 at folio 366

Beginning at the intersection of the northwesterly right-of-way line for Wardrop Road (40 feet wide) and the northeasterly right-of-way line for Bausum Road (30 feet wide) as shown on an unrecorded plat entitled "Property of Ss. Constantine & Helen Greek Orthodox Church of Annapolis, Inc.; thence with the point of beginning so fixed and binding on said right-of-way line for Bausum Road; with Meridian referenced to Maryland State Grid North

- 1) North 27° 05' 37" West 660.86 feet; thence
- 2) North 62° 54' 23" East 10.00 feet; thence binding on the southeasterly right-of-way line for Riva Road
- 3) North 04° 32' 36" East 76.65 feet; thence
- 4) 564.96 feet along the arc of a curve to the right, having a radius of 2,251.83 feet and a chord bearing and distance of North 66° 10' 46" East 563.48 feet; thence departing said Riva Road
- 5) South 47° 01' 23" East 18.25 feet; thence
- 6) South 21° 47' 14" East 602.37 feet intersecting the northwesterly right-of-way line for Wardrop Road; thence binding on same
- 7) South 55° 03' 06" West 509.13 feet; thence
- 8) South 55° 43' 28" West 59.40 feet to the point and place of beginning

Containing 9.236 acres of land more or less.



541 596



Exhibit A  
Parcel 2

Description of 6.777 Acres  
Ss. Constantine & Helen Greek  
Orthodox Church of Annapolis, Inc.  
Property  
Second Assessment District  
Anne Arundel County, Maryland

Being a portion of the lands described in a deed dated December 10, 1979 from James H. Moshivitis, individually and agent for the Bausum Limited Partnership to Ss. Constantine & Helen Greek Orthodox Church of Annapolis, a religious and non-profit Maryland Corporation and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3273 at Folio 704

Beginning at the intersection of the southwesterly right-of-way line for Bausum Road (30 feet wide) and the southeasterly right-of-way line for Wardrop Road (40 feet wide) as shown on an unrecorded plat entitled Property of Ss. Constantine & Helen Greek Orthodox Church of Annapolis, Inc. as prepared by John R. Brady, Jr.; thence departing said point so fixed and binding on the southwesterly line of a 20 feet wide right-of-way as shown on said plat with meridian referenced to Maryland State Grid North

- 1) South 27° 05' 37" East 192.36 feet; thence
- 2) North 55° 43' 28" East 118.56 feet; thence
- 3) South 11° 24' 42" West 823.10 feet; thence
- 4) North 66° 38' 17" West 571.32 feet; thence
- 5) North 48° 08' 23" East 517.92 feet; thence
- 6) North 27° 05' 37" West 249.08 feet; thence
- 7) North 62° 54' 23" East 257.75 feet to the point and place of beginning

Containing 6.777 acres of land more or less.

EXHIBIT A

- PARCEL 3: Lots 1 and 2 as shown on a plat entitled "Property of Realty Development Corporation and Benjamin F. Bausum" and recorded among the Land Records of Anne Arundel County in Plat Book 104, page 50 by virtue of two deeds from B. Franklin Bausum, Jr. to Realty Development Corporation dated March 19, 1986, and recorded among the Land Records of Anne Arundel County in Book 4044, page 611 and dated March 18, 1988, and recorded among the Land Records of Anne Arundel County in Book 4567, page 203.
- PARCEL 4: BEGINNING FOR THE SAME at an original boundary stone, which is the beginning of the whole entire tract hereinafter mentioned, the first line of said whole tract being given as North 60 degrees 10 minutes East 91 and 1/8 perches and is mentioned in a Deed dated September 7, 1918, by and between Fannie L. Bausum, first part, and John Edward Bausum, and Frederick William Bausum, recorded in Liber GW 149, folio 324, of which the lot now being described is a part; thence running from the said beginning point so fixed and through part of the said whole tract North 26 degrees 45 minutes West 190.96 feet to an iron pin, now set on the southerly side of a 20.0 feet right-of-way leading in a general southwesterly direction and northwesterly to the Riva County Road; thence along the said southerly side of said 20.0 feet right-of-way South 63 degrees 15 minutes West 74.63 feet to another iron pin; thence leaving said 20.0 feet right-of-way South 19 degrees 40 minutes East 192.4 feet to an iron pipe; thence North 63 degrees 15 minutes East 98.36 feet to the place of beginning, containing 0.379 acres of land, according to a survey and Plat by J. Revell Carr in November, 1949.
- PARCEL 5: Lots Six (6) and Seven (7) as shown on the Plat of Wardrop dated April 1952 and recorded among the Land Records of Anne Arundel County in Book JHA 682, pages 534 and 537 and described in a deed dated September 10, 1986, from Donal Rogers Avery to Annapolis Development Corp. recorded among the Land Records of Anne Arundel County in Book EAC 4152, page 362.

277434 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Anne Arundel Clerk 541 PAGE 598

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_  
Not subject to Recordation Tax

If this statement is to be recorded in land records check here. ☐

This financing statement Dated MAY 18, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR CONSIGNEE

Name Lilly Brothers Yacht Yard, Inc., DBA Lilly Sport Boats  
Address 2830 Soloman's Island Road, Edgewater, MD 21037

2. SECURED PARTY CONSIGNOR

Name Cigarette Racing Team, Inc.  
Address 3131 N.E. 188th Street, North Miami Beach, FL 33180

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

This financing statement is filed to give public notice that certain collateral consisting of all boats and accessories manufactured by Consignor, including specifically, but without limitation, a certain 35 foot cafe racer, hull number CRT35R43D989, engine model 454, serial numbers OC 615989 and OC 615973, all accessories thereto, and all chattel paper and proceeds arising therefrom which may now or hereafter be placed in the possession of Consignee may be subject to a Consignment Agreement and may also be subject to a security interest held by TRANSAMERICA COMMERCIAL FINANCE CORPORATION against Consignor. Any such security interest includes all present and future attachments, accessories, exchanges, substitutions, replacement parts and additions, and all chattel paper, accounts, contract rights, general intangibles and proceeds arising from any of the foregoing.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)  
Lilly Brothers Yacht Yard, Inc., DBA Lilly Sport Boats

Type or Print Above Name on Above Line

[Signature]  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Cigarette Racing Team, Inc.  
by: Robert B. [Signature] PRESIDENT  
(Signature of Secured Party)  
Cigarette Racing Team, Inc.

Type or Print Above Signature on Above Line

12-80

454710



FINANCING STATEMENT

TO BE RECORDED AMONG  
THE Financing RECORDS OF 541 599 277436  
Anne Arundel County

This Financing Statement is presented to a Filing Officer  
pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS  
OF DEBTOR:

A.C.P. East Limited  
Partnership  
910-F Bestgate Road  
Annapolis, Maryland 21401

2. NAME AND ADDRESS  
OF SECURED PARTY:

Equitable Bank, National  
Association  
100 South Charles Street  
Baltimore, Maryland 21201  
Attn: Real Estate Finance  
Department

3. This Financing Statement covers all right, title and  
interest of the Debtor in and to the following types (or items)  
of property:

(a) All personal property of any kind or nature  
whatsoever, whether tangible or intangible and whether now owned  
or hereafter acquired, which is used in the construction of, or  
is placed upon, or is derived from or used in connection with  
the maintenance, use, occupancy or enjoyment of, the Property  
(hereinafter defined), including, without limitation, (i) all  
building materials, fixtures, equipment and other tangible  
personal property of every kind and nature whatsoever (other  
than consumable goods, and trade fixtures or other personal  
property owned by tenants occupying the Property), (ii) any  
franchise or license agreements and management agreements  
entered into with respect to the Property or the business  
conducted therein (provided all of such agreements shall be  
subordinate to the Deed of Trust (hereinafter defined), and the  
Secured Party shall have no responsibility for the performance  
of the Debtor's obligations thereunder), and (iii) all plans and  
specifications, contracts and subcontracts for the construction  
or repair of the Property, sewer and water taps, allocations and  
agreements for utilities, bonds, permits, licenses, guarantees,  
warranties, causes of action, judgments, claims, profits,  
security deposits, utility deposits, refunds of fees or deposits  
paid to any governmental authority, letters of credit and  
policies of insurance. The term "Property" means all or any  
portion of: (i) the land described in Exhibit A attached hereto  
(the "Land"), and (ii) any buildings, structures or other

improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Ardyth L. Hall and Mark D. Knobloch, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

SHC:1137C

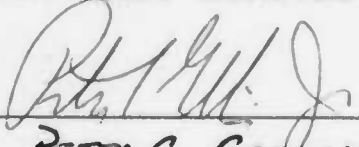
4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is the Debtor.

DEBTOR:

A.C.P. EAST LIMITED PARTNERSHIP

By:  (SEAL)  
PETER C. GABARDINI, JR., GENERAL PARTNER

Filing Officer: After recordation, please return this Financing Statement to:

Samuel H. Clark, Jr., Esquire  
Hogan & Hartson  
111 South Calvert Street  
Baltimore, Maryland 21202



"EXHIBIT A"

Being Phase I, as shown on a plat of subdivision entitled "INDUSTRIAL COMPLEX PLAT OF ANNAPOLIS COMMERCE PARK EAST, PHASES I, IA, IB, 2, 3 & 4" as recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 119 at page 15 as Plat No. 6239 and being more particularly described as follows to wit:

**BEGINNING** for the same at a point located at the end of the South 77° 45' 00" West 300.00 foot line of the conveyance from Benjamin F. Sears, Jr. and Shirley W. Sears, his wife, to Annapolis Commerce Park East Limited Partnership, by deed dated February 12, 1987 and recorded among the Land Records of Anne Arundel County, Maryland in Book 4274 Page 277;

**THENCE** running from the place of beginning, so fixed, and with said line, reversely, North 77° 45' 00" East 300.00 feet to a point at the beginning of said line;

**THENCE** with the erroneous North 10° 00' 00" West 60 foot line of said conveyance reversely, and as now corrected, South 10° 00' 00" West 60.00 feet to a point located at the end of the North 08° 45' 00" West 738.00 foot line of said conveyance;

**THENCE** with part of said line, reversely, South 08° 45' 00" East 458.47 feet to a point;

**THENCE** running through said conveyance, South 77° 44' 23" West 63.05 feet; North 12° 15' 37" West 15.0 feet and South 77° 44' 23" West 295.00 feet to intersect the South 12° 15' 37" East 1794.72 foot line of said conveyance;

**THENCE** with part of said line, reversely, North 12° 15' 37" West 414.00 feet to a point located at the beginning of said line;

**THENCE** continuing with the outlines of said conveyance, reversely, North 40° 01' 00" East 137.63 feet to the place of beginning.

**CONTAINING** 4.209 acres of land, more or less, and as described by McCrone, Inc. in May 1989.

**BEING** part of the conveyance from Benjamin F. Sears, Jr. and Shirley W. Sears, his wife, to A.C.P. East Limited Partnership, by deed dated February 12, 1987 and recorded among the Land Records of Anne Arundel County, Maryland in Book 4274 Page 277.

**TOGETHER** with a non-exclusive right of way in common with others for the purposes of ingress and egress to and from the property above described over Phase IA, as shown on the aforesaid plat of subdivision, and which is more particularly described as follows, to wit:

**BEGINNING** for the same at a point located on the North side of Bestgate Road and at the end of the North 12° 15' 37" West 34.31 foot line of the conveyance from Annapolis Commerce Park East Limited Partnership to Anne Arundel County, Maryland, by deed dated November 17, 1988 and recorded among the Land Records of Anne Arundel County, Maryland in Book 4796 Page 30; said point of beginning being further located in the South 12° 15' 37" East 1794.72 foot line of the conveyance from Benjamin F. Sears, Jr. and Shirley W. Sears, his wife, to Annapolis Commerce Park East Limited Partnership, by deed dated February 12, 1987 and recorded among the said Land Records in Book 4274 Page 277; said point being located along said line North 12° 15' 37" West 34.31 feet from the end of said line;

**THENCE** running from said beginning point, so fixed, leaving said Bestgate Road, and with part of the said South 12° 15' 37" East 1794.72 foot line, reversely, North 12° 15' 37" West 1346.41 feet to a point;

**THENCE** running through said conveyance North 77° 44' 23" East 295.00 feet; South 12° 15' 37" East 30.0 feet; South 77° 44' 23" West 255.00 feet; and South 12° 15' 37" East 1315.84 feet to intersect the North side of Bestgate Road and the North 76° 55' 00" East 85.04 foot line of the said conveyance recorded in Book 4796 page 30;

**THENCE** with part of said line, reversely, and with the North side of said Bestgate Road, South 76° 55' 00" West 40.00 feet to the place of beginning.

**CONTAINING** 1.412 acres of land, more or less and as described by McCrone, Inc. in May 1989.

**BEING** part of the above mentioned conveyance from Benjamin F. Sears, Jr. and Shirley W. Sears, his wife, to Annapolis Commerce Park East Limited Partnership, by deed dated February 12, 1987 and recorded among the Land Records of Anne Arundel County, Maryland in Book 4274 Page 277.

**END  
LIBER**